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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

बुधवार, 31 दिसम्बर, 2025 / 10 पौष, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171002 20th November, 2025

No: LEP-E/1/2024.— In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act,1947, the Governor Himachal Pradesh is pleased to order the publication of

awards of the following cases announced by the **Presiding Judge, Labour Court-*cum*-Industrial Tribunal, Shimla, H.P.** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* **"e-Gazette":—**

Sl. No	Case No	Petitioner	Respondent	Section	Date of Award/ Orders
1.	Ref.17/2024	Workers Union	Virender Mohan Trehan&Ors	10	06.10.2025
2.	Ref.32/2024	Mohit	The XEN, Jal Shakti Vibhag .	10	09.10.2025
3.	Ref.45/2024	Tara Chand	The XEN, Jal Shakti Vibhag.	10	09.10.2025
4.	Ref.41/2025	JiyaLal	The XEN, Jal Shakti Vibhag.	10	09.10.2025
5.	Ref.42/2024	Pawan Kumar	The XEN, Jal Shakti Vibhag.	10	09.10.2025
6.	Ref.48/2024	Kuldeep Kumar	The XEN, Jal Shakti Vibhag .	10	09.10.2025
7.	Ref.66/2023	Jagat Ram	The D.F.O. Solan.	10	10.10.2025
8.	Ref.03/2017	Aman Sood	M/s Whirlpool India Ltd. &Ors.	10	13.10.2025
9.	Ref.58/2024	Manoj Kumar Singh	M/s Exicom Tele systems Ltd.	10	15.10.2025
10.	Ref.305/2020	Jagdeep Singh	M/s mags Garments (P) Ltd.	10	15.10.2025
11.	Ref.01/2022	Deep Chand	The D.F.O. Paonta Sahib.	10	16.10.2025
12.	Ref.10/2022	Sh. Dinesh Kumar	M/s Solheat SRG.	10	18.10.2025
13.	Ref.11/2022	Sh. Dinesh Sharma	M/s Solheat SRG.	10	18.10.2025
14.	Ref.31/2024	Narender Singh	The XEN, Jal Shakti Vibhag .	10	18.10.2025
15.	Ref.85/2025	Sh. Sanjay Kumar	M/s D.K. Tissue & Paper.	10	18.10.2025
16.	App.51/2018	Sh. Lal Ji	M/s Bhojia Dental College	2-A	29.10.2025

By order,

PRIYANKA BASU INGTY , IAS
Secretary (Lab. Emp. & O.P.).

BEFORE ANUJA SOOD, PRESIDING JUDGE, HP INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**.

Reference Number : 17 of 2024

Instituted on : 14-03-2024

Decided on : 06-10-2025

The President / General Secretary, Tube Expansion Equipment workers Union Parwanoo (Regd. No. 377), Tehsil Kasauli, District Solan, H.P. ..*Petitioner.*

VERSUS

1. Sh. Virender Mohan Trehan (Chairman), M/s Tube Expansion Equipment (A Unit of Mekaster Group) & M/s Mekaster Engineering, C/O 16 Kasturaba Gandhi Marg, 908 Ansal Bhawan, New Delhi- 110001.

2. Mr. Rajiv Kapoor (Director) M/S Tube Expansion Equipment (A Unit of Mekaster Group) & M/s Mekaster Engineering, C/O 125, 2nd Floor Vaishali Colony New Delhi- 110045.

3. The Factory Manager, M/S Tube Expansion Equipments (A Unit of Mekaster Group) & M/s Mekaster Engineering, Plot No. 32, Sector-1, Parwanoo Tehsil Kasauli, District Solan, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondents : Nemo.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether the demands raised by the General Secretary & President, Tube Expansion Equipment workers Union Parwanoo (Regd. No. 377), Tehsil Kasauli Distt. Solan, H.P. vide their demand notice dated 18.11.2020 ***(copy enclosed)*** *before (i) Sh. Virender Mohan Trehan (Chairman), M/S Tube Expansion Equipment (A Unit of Mekaster Group) & M/s Mekaster Engineering, C/o 16 Kasturaba Gandhi Marg, 908 Ansal Bhawan, New Delhi-110001 (ii) Mr. Rajiv Kapoor (Director) M/S Tube Expansion Equipment (A Unit of Mekaster Group) & M/s Mekaster Engineering/o 15, 2nd Floor Vaishali Colony New Delhi-110045 (iii) The Factory Manager, M/s Tube Expansion Equipments (A Unit of Mekaster Group) & M/s Mekaster Engineering, Plot No. 32, Sector-1, Parwanoo Tehsil Kasauli, Distt. Solan, H.P. for full filling, are proper and justified? If yes, what benefits the aggrieved workmen are entitled to from the above managements in terms of the above demand notice?" and If not, its effects?*

2. Several notices were issued to the petitioner, but the same were returned back with the report that the addressee has left the place without instruction. Notice was again issued to the petitioner for his appearance in the Court even for today, but the same was returned back with the report that the addressee has left without any instruction. No other address or mobile number of the members of petitioner union or any other office bearers of the petitioner union is available with the Court. Notices issued to the respondents no. 1 & 2 have been delivered but none has appeared on their behalf, whereas notice issued to respondent no. 3 has been returned back with the report that the addressee has left.

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the parties nor any counsel had put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex-parte* award on its merits.

9. As per the reference, it was required of the petitioner union to plead and prove on record that the demands raised by the workers vide demand notice dated 18.11.2020 are proper and justified. Since, there is neither any pleading nor any evidence to this effect on record on the part of the petitioners/workmen that they are entitled to any benefits and relief as claimed in demand notice dated 18.11.2020 from the respondent management, it cannot be held that the demands

raised by the petitioner union are genuine and justified. At the risk of repetition it is reiterated that the petitioners/workmen had not put in appearance before this Tribunal. In this view of the matter, the petitioners are not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 6th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, (H.P.)

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference Number : 32 of 2024

Instituted on : 03-05-2024

Decided on : 09-10-2025

Mohit, S/o Sh. Ghanshyam Dass, R/O Village Khalyantu, P.O. Gumma, Tehsil & District Shimla, H.P.
..Petitioner.

VERSUS

1. The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P.

2. The Sub-Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P.

3. Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector-2, New Shimla, H.P. *..Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondents No. 1 & 2 : Sh. Devender Chandel, DDA.

For the Respondent no. 3 : Sh. Vinnet Guleria, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Mohit, S/O Sh. Ghanshyam Dass, R/O Village Khalyantu, P.O. Gumma, Tehsil & District Shimla, H.P. by (i) The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P. (ii) The Sub—Divisional Officer, Sub Division- Gumma, Tehsil Sunni, District Shimla, H.P. (iii) Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector 2, New Shimla, H.P. w.e.f. 06.03.2023 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workwoman is entitled to from the above managements?"

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex-parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board,

Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 06.03.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 9th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla, (H.P.).

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference Number : 45 of 2024

Instituted on : 31-05-2024

Decided on : 09-10-2025

Tara Chand, S/O Sh. Kanshi Ram, R/O Village Macharana, P.O. Sainj, Sub- Tehsil Dhami, District Shimla, H.P. ..*Petitioner.*

VERSUS

1. The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P.

2. The Sub-Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P.

3. Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector-2, New Shimla, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondents No. 1 & 2 : Sh. Devender Chandel, DDA.

For the Respondent no. 3 : Sh. Vinnet Guleria, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Tara Chand, S/o Sh. Kanshi Ram, R/o Village Macharana, P.O. Sainj, Sub-Tehsil Dhami, Distt. Shimla, H.P. by (i) The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P. (ii) The Sub—Divisional Officer, Sub Division- Gumma, Tehsil Sunni, District Shimla, H.P. (iii) Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector 2, New Shimla, H.P. w.e.f. 06.03.2023 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workwoman is entitled to from the above managements?"

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 06.03.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 9th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla, (H.P.).

———————

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference Number : 41 of 2024

Instituted on : 31-05-2024

Decided on : 09-10-2025

Jiya Lal, S/o Sh. Dhani Ram, R/O Village Janjed, P.O. Chanawag, Sub- Tehsil Dhami, District Shimla, H.P. ..*Petitioner.*

VERSUS

1. The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P.

2. The Sub-Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P.

3. Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector-2, New Shimla, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947.

For the Petitioner : Nemo.

For the Respondents No. 1 & 2 : Sh. Devender Chandel, DDA.

For the Respondent no. 3 : Sh. Vinnet Guleria, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Jiya Lal, S/o Sh. Dhani Ram, R/o Village Janjed, P.O. Chanawag, Sub Tehsil Dhami, District Shimla, H.P. by (i) The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P. (ii) The Sub—Divisional Officer, Sub Division- Gumma, Tehsil Sunni, District Shimla, H.P. (iii) Sh.

Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector 2, New Shimla, H.P. w.e.f. 06.03.2023 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workwoman is entitled to from the above managements?"

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give

full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 06.03.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 9th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, (H.P.).

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference Number : 42 of 2024

Instituted on : 31-05-2024

Decided on : 09-10-2025

Pawan Kumar, S/O Sh. Lal Chand, R/O Village Bruila, P.O. Mashobra, Tehsil & District Shimla, H.P. ..*Petitioner.*

VERSUS

1. The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P.

2. The Sub-Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P.

3. Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector-2, New Shimla, H.P. ..*Respondents*.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondents No. 1 & 2: Sh. Devender Chandel, DDA.

For the Respondent no. 3 : Sh. Vinnet Guleria, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Pawan Kumar, S/O Sh. Lal Chand, R/O Village Bruila, P.O. Mashobra, Tehsil And District Shimla, H.P. by (i) The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P. (ii) The Sub— Divisional Officer, Sub Division- Gumma, Tehsil Sunni, District Shimla, H.P. (iii) Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector 2, New Shimla, H.P. w.e.f. 06.03.2023 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workwoman is entitled to from the above managements?"

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 06.03.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 9th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, (H.P.)

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE

HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference Number : 48 of 2024

Instituted on : 31-05-2024

Decided on : 09-10-2025

Kuldeep Kumar, S/O Sh. Dhani Ram, R/O Village Farinda, P.O. Deola, Tehsil Sunni, District Shimla, H.P. ..*Petitioner.*

VERSUS

1. The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P.

2. The Sub-Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P.

3. Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector-2, New Shimla, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo.

For the Respondents No. 1 & 2 : Sh. Devender Chandel, DDA.

For the Respondent no. 3 : Sh. Vinnet Guleria, Adv.

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Kuldeep Kumar, S/O Sh. Dhani Ram, R/O Village Farinda, P.O. Deola, Tehsil Sunni, Distt. Shimla, H.P. by (i) The Executive Engineer, Jal Shakti Vibhag, Divisional Sunni, Tehsil Sunni, District Shimla, H.P. (ii) The Sub—Divisional Officer, Sub Division- Gumma, Tehsil Sunni, District Shimla, H.P. (iii) Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector 2, New Shimla, H.P. w.e.f. 06.03.2023 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workwoman is entitled to from the above managements?"

2. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 06.03.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated

that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 9th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, (H.P.)

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA CAMP COURT AT SOLAN**

Reference No : 66 of 2023.

Instituted on : 08-05-2023

Decided on : 10-10-2025

Jagat Ram, S/o Sh. Janki Ram, R/o Village Balota, P.O. Goela, Tehsil Kasauli, District Solan, H.P. ..*Petitioner.*

VERSUS

1. The Divisional Forest Officer, Kunihar Forest Division, District Solan, H.P.

2. The Range Forest Officer, Department of Forest, Kunihar Forest Division, District Solan, H.P. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. J.C. Bhardwaj, AR

For the respondents : Sh. Manoj Sharma, ADA.

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether the termination of the services of Sh. Jagat Ram, S/o Sh. Janki Ram, R/o Village Balota, P.O. Goela, Tehsil Kasauli, District Solan, H.P. by (i) The Divisional Forest Officer, Kunihar Forest Division, District Solan, H.P. (ii) The Range Forest Officer, Department of Forest, Kunihar Forest Division, District Solan, H.P. *w.e.f.* 28.05.2018 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in service, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workman is entitled to from the above employers?"**

2. The facts as emerges from the statement of claim are that the petitioner was engaged by the respondent department in the month of June, 1996 as forest worker and he was deployed to work at first instance at Goela Beat, sometimes in other beats like Gharsi, Chandi etc. and he worked under the command of Divisional Forest Officer Kunihar, as such continued in service till his illegal removal on 28.05.2018 by the officers of the respondent department. The petitioner was illegally restrained from attending his duties without any speaking orders on 28.05.2018 and further without any cogent reasons and justifications. The services of the petitioner were continuous for the purpose of Section 25-B of the Industrial Disputes Act (hereinafter to be referred as the Act) and he has worked 272 days during the year 1999, as such attained temporary status in the employment of the respondent department and thereafter the petitioner has worked 240 days in every calendar year till July 2009 when suddenly the respondent department arbitrarily has stopped issuance of the muster roll of the petitioner and he was asked to work on bill basis without serving any notice for changing his service conditions. As per law the respondent department has to serve notice under Section 9-A of the Act. It is submitted that while working on bill basis the petitioner had worked more than 240 days in every year till his illegal removal from employment on 28.05.2018. The services of the petitioner were illegally terminated without complying with the mandatory provisions of the Act. The petitioner was not paid one-month wages in lieu of notice nor any notice was ever served upon him. Petitioner is a workman under Section 2(s) of the Act, even if he has been employed on bill basis as the piece rate workman is also covered under Section 2(S) of the Act. Petitioner has obtained information under the RTI Act which was supplied to him by DFO Kunihar vide his letter no. 6671 HP Forest Department dated 19.01.2012 as per the said information the petitioner had worked for 272 days in the year 1999 and 287 days in the year 2008. The petitioner has also made oral as well as written representation to the officials of the department but he was not given any receipt of the same by the respondent department. The junior workmen in the same division were retained by the respondent department while terminating the services of senior workman. Thus, the respondents have violated Section 25-G of the Act. The respondents have followed the principle of "hire and fire" in the matter of employment and orally terminated the services of the petitioner in utter violation of mandatory provisions of the Act and further violated section 9-A of the Act. It has been prayed through this petition that termination of the workman/ petitioner from the date of his illegal removal on 28.05.2018 be set aside and he be reinstate in services with full back wages and other consequential benefits.

3. Notice of this claim was sent to the respondents, in pursuance thereof the respondent filed reply wherein it took preliminary objections of maintainability, limitations and cause of action were taken. On merits, it was averred that petitioner was engaged during the year 1996 and he had worked in Kunihar Forest Range of Kunihar Forest Division as seasonal labourer during the years

1996 to 2009. As per the mandays chart he had not completed 240 days in any calendar year till 2009. It was denied that the petitioner was restrained illegally by the forest department to continue his seasonal work but submitted that as per instructions contained in government of H.P. letter no. PER (AP)-C-B(2)-1/2006-Vol.-VI(Loose) dated 04th July, 2009, after 2009 quotations/ limited tenders are being invited for seasonal forestry works. Petitioner took part in tender/ limited tender process in Kunihar Forest Range of Kuniar Forest Division and the work was awarded to him being lowest tender/ quotation. The details of such quotation have been furnished in the reply. It was submitted that the petitioner never completed 240 days in any calendar year as daily wager prior to year 2009 and thereafter he has only work on bill basis. It was claimed by the respondents that they have not violated any provisions of law as such the respondent department is not liable to reinstate the petitioner with all the consequential benefits as claimed by the petitioner.

4. Rejoinder to the reply was filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

5. On the pleadings, this Court formulated the following issues on 07.12.2023.

1. Whether the termination of the services of petitioner by the respondents *w.e.f.* 28.05.2018, without complying the provisions of Industrial Disputes Act, 1947, is illegal and unjustified? If so, to what relief of service benefits the petitioner is entitled to? ..*OPP.*

2. Whether the petition is not maintainable as alleged? ..*OPR.*

3. Whether the petition is barred by limitation, as alleged? ..*OPR.*

4. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard the AR for the petitioner and Ld. ADA for the respondents and have also perused the records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : No. Not entitled to any relief.

Issue No. 2 : No.

Issue No. 3 : No.

Relief : Reference is answered in negative as per operative part of the award.

REASONS FOR FINDINGS

ISSUE NO.1

9. The onus to prove issue no. 1 is on the petitioner.

10. To prove the averments as made in the claim petition, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim petition. He also tendered in evidence copies of muster roll mark-A, copy of mandays chart mark-B and another mandays chart Ex. Pw-1/B.

11. During cross-examination, he denied that he was engaged as seasonal labourer in Kunihar Division by the respondent department. He admitted that muster roll was being issued for every month and he was being paid wages as per the working days and he had been putting his signatures on muster roll. He admitted his signature in red circle A. He admitted that after March, 2009 he had never worked on muster roll. Self-stated that muster roll was never issued thereafter. He showed ignorance that in the year 2009 government issued a notification that all the seasonal forestry works would be done on quotation/limited tender basis. He showed ignorance that since his quotation were lowest, it was accepted by the respondent till 2022 except for the years 2012-13. He denied that the payments for the work done by him were made to him by the respondent. Self stated that he was made to sign on blank paper. He admitted his signature in red circle-A on mark-D-1. He stated that he is matriculate. He stated that he had not made any complaint before any senior officer or the police for obtaining his signatures on blank papers. He stated that he cannot say that after march, 2009 he had worked on limited tender/ quotation basis. He showed ignorance that as per the original of mark-B he had only work for 232 days in the year 1999. He denied that no juniors have been retained by the department. Self stated that Ram Singh and Lachman Dass have been retained.

12. This is the entire evidence led by the petitioner.

13. To rebut the evidence of the petitioner, respondents examined Shri R.K. Sharma, DFO Kunihar, as RW-1, who tendered in evidence his affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also tendered in evidence copy of notification dated 11.07.1995 Ex. RW-1/B, notification dated 04.07.2009 Ex. RW-1/C, copy of mandays chart of petitioner Ex. RW-1/D, copy of bills mark-D-1 now exhibited as Ex. RW-1/E and copy of muster rolls Ex. RW-1/F.

14. During cross-examination, he admitted that petitioner was terminated from the service in the month of March, 2009. Self-stated that respondent did not terminate the petitioner but he himself abandoned the job. He stated that respondent had not issued any notice calling explanation of the petitioner as to why he was not coming to work. He admitted that Ex. RW-1/B pertains to regularization of the workers and petitioner has nothing to do with this document. He denied that complete muster roll for the year 1999 has not been placed on record. He admitted that since April, 2009 petitioner was engaged on bill basis. He denied that petitioner was not informed that he was engaged on bill basis.

15. This is the entire evidence led by the respondent.

16. During the course of arguments, AR for the petitioner had submitted that the petitioner was engaged by the respondent department in the month of June, 1996 as a forest worker and he worked with the respondent in different beats under the command of Divisional Forest Officer, Kunihar and continued to work till 28.05.2018 when his services were illegally terminated by the respondent department. He further argued that the petitioner has worked for 272 days in the year 1999 and had worked for 240 days in every calendar year till the year 2009 when the respondent department arbitrarily stopped issuance of muster roll in favour of the petitioner and he was asked to work on bill basis that too without issuing any notice of change of his service conditions. It was argued that the petitioner who is workman, has been terminated from service without complying with the mandatory provisions of the Act. The junior persons of the petitioner have been retained whereas the services of petitioner have been terminated in utter violation of the provisions of Section 25-G of the Act. The petitioner has been denied equity as his service conditions have been changed from muster rolls to bill basis without compliance of the mandatory provisions of Section 9-A of the Act.

17. On the other hand, Ld. ADA has contended that as per record of Divisional Forest Officer, Kunihar though the petitioner was engaged by the respondent department during the year 1996 and he worked uptill 2009 but the petitioner has not completed 240 days in any of the calendar year from 1996 till 2009. It was also argued that as per the instructions issued by the Government of Himachal Pradesh vide letter dated 04.07.2009, the forestry work was awarded on quotation/limited tender basis for seasonal forestry works. The quotation of the petitioner was the lowest as such he was allotted the work as per details as mentioned in the reply and copy of the bills vide which the payments were made to the petitioner have also been produced on record. It was further argued that the petitioner never completed 240 working days in any of the calendar year as such there is no violation of mandatory provisions of the Act. The petitioner is trying to manipulate the attendance marked with the department but he never remained on the rolls of the department after 2009. It was categorically denied that the services of the petitioner have been terminated by the respondent. Moreover, since the petitioner has not worked for 240 days in any calendar years from the date of his engagement *i.e.* 1996 to 2009, there is no violation of any provision of the Act.

18. Now, coming to the case in hand, the petitioner though has claimed that he was working as daily waged forest worker on muster roll basis with the department since 1996 and had completed more than 240 days in each calendar year and even thereafter from 2009 to 2018 he was working as daily wager forest worker with the department but his attendance was not marked and his services have been terminated illegally by the respondent department. The onus to prove that the petitioner had completed 240 days in preceding twelve calendar months was heavily on the petitioner. In **Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195)**, it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In **M.P. Electricity Board v. Hariram (2004 (8) SCC 246)** the position was again reiterated in paragraph 11 as follows:—

> "**The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may**

be useful to refer to a judgment of this Court in the case of Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:—

"A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

19. In **Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100)** a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In **Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165)** it was held as follows:

"**So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman**."

20. Furthermore, in ***R.M. Yellatty vs. Assistant Executive Engineer, (2006) 1 SCC 106,*** it has been laid by the Hon'ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

21. Applying the principles laid down in the above case by the Hon'ble Supreme Court, it was required of the petitioner to establish on record that he had worked continuously for a period 240 days in a block of twelve calendar months anterior to the date of his alleged illegal termination, but he has failed to discharge his initial burden.

22. In order to prove his case, the petitioner appeared into the witness box as PW-1, however, the documents which have been placed by the petitioner in his evidence *i.e.* copy of mandays chart Mark B and another mandays chart Ex. PW-1/B. So far as document Mark B is concerned it is the photocopy of information received through RTI Act, but this document has not been produced on record in accordance with law. Moreover, there is overwriting at serial no. 4 in total working days wherein total working days have been shown to be 272 which appear to be overwriting whereas for the other years the petitioner is shown to be working less then 240 days in a calendar year. The document Ex. PW-1/B is also a mandays chart of the petitioner which shows

that in column no. 4 the working days of the petitioner have been shown to be 232 in the year 1999. As per this document the petitioner has worked for 65 days in the year 1996, 162 days in the year 1997, 142 days in the year 1998, 162 days in the year 2000, 98 days in the year 2001, 101 days in the year 2002, 111 days in the year 2003, 96 days in the year 2004, 122 days in the year 2005, 170 days in the year 2006, 149 days in the year 2007. 171 days in the year 2008 and 74 days in the year 2009. From the perusal of aforesaid document Ex. PW-1/B, it is evident that the petitioner had not worked for 240 days in any of the calendar year since 1996 to 2009. The petitioner has alleged that his service condition was changed in the year 2009, but the document Ex/ PW-1/B shows that the petitioner had only worked for 74 days in the year 2009 and after March, 2009, the petitioner had not worked with the respondent department. No other document has been placed on record which could show that the petitioner was working with the respondent till 28.05.2018 as a daily wager forest worker. The mandays chart Ex. RW-1/D and attendance sheets Ex. RW-1/F produced by the respondent department establishes on record that the petitioner has not completed 240 working days in any calendar year from 1996 to 2009 and there is no document on record to establish that the petitioner had worked with the respondent as daily wager after the year 2009 till 28.05.2018.

23. The petitioner has not completed 240 working days in any of the years from the date of his engagement till 2009 nor he has completed 240 working days in twelve preceding months from the date of his alleged illegal termination in the year 2018. The petitioner has failed to prove on record that he was in continuous service with in terms of provisions of Section 25-B of the Act, thus he cannot claim any benefit under Section 25-F of the Act.

24. The other point raised by the petitioner is that his service condition was changed and he was shown to be engaged on bill basis after the year 2009. The petitioner has failed to prove on record that he was in continuous service with the respondent department in terms of Section 25-B of the Act and while in the witness, the petitioner has not disputed his signatures on the bills Ex. RW-1/F. Even, during cross-examination, the petitioner has admitted that after March, 2009, he had never worked on muster roll basis. Though, he has claimed that the muster roll was not issued to him thereafter, but the petitioner has admitted his signatures on bills Ex. RW-1/E issued for different work period. The petitioner has admitted his signatures in red circle A in all bills. The petitioner though has claimed that his signatures were obtained on blank papers but he has not made any complaint to any authority in this regard. The petitioner is matriculate and was well aware of the fact that his signatures were being taken on bills but he did not object to work on bill basis till the filing of this claim nor he has made any complaint to the any authority in this regard. The petitioner has taken the payments under bills Ex. RW-1/E for different period and now he cannot claim that he was a regular worker and his services have been terminated illegally. Though, the stand of the petitioner is that his services were terminated on 25.08.2018 but bills Ex. RW-1/E establish on record that the petitioner worked with the respondent on bill basis till 2022.

25. Coming to the case in hand, this fact would also not help the petitioner that the notification dated 24.08.2009 was with prospective effect as he has failed to establish on record that he was in continuous service with the respondent and failed to establish on record that he has completed 240 working days from the year 1996 to 2009. Since, the petitioner was not in continuous service with the respondent, the plea regarding change of service condition cannot be allowed to be taken after a lapse of more than ten years.

26. The petitioner has also taken the plea that juniors to him have been retained whereas his services have been terminated, but apart from bald assertion of the petitioner there is nothing on record which could go to show that who are the persons junior to him allegedly been retained by the respondent. Moreover, it is not the case of the petitioner that work was available and fictional breaks were given to him. The petitioner has failed to establish on record any violation of the provisions of the Act.

27. In view of my foregoing discussion and keeping in view the fact that the petitioner had not completed 240 working days in any of the calendar year from date of his initial engagement till the year 2009 and has also failed to establish on record that his service was continuous for the purpose of Section 25-B of the Act till 28.05.2018 and further failed to establish on record that there is any violation of Section 25-G and Section 9-A of the Act, the petitioner is not entitled to any relief as claimed by him. The issue in question is decided against the petitioner and answered in negative.

ISSUE NO. 2

28. So far as issue no. 2 is concerned, the respondent has not led any evidence to establish on record that as to how the present claim petition is not maintainable. Moreover, the present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate government for adjudication. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue no. 2 is answered in negative.

ISSUE NO. 3

29. So far as issue no. 3 is concerned, the question of delay and laches was considered by the Hon'ble Supreme Court in case titled as ***Ajayab Singh vs. Sirhind Co-operative Marketing-cum-Processing Society Limited and Another, (1999) 6 SCC 82***, wherein it was inter-alia held:
"***The provisions of Article 137 of Limitation Act, 1963 are not applicable to the proceeding under the ID Act. The relief under the ID Act cannot be denied merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone***".

In view of the aforesaid binding precedent, it cannot be said that the petition is barred by limitation as such the issue in question is answered against the respondent.

RELIEF

30. As a sequel to my above discussion and findings on issues no. 1 to 3 above, the claim of the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief from this Court. The reference is answered in the aforesaid terms.

31. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 10th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, (H.P.)

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**.

Reference No : 03 of 2017.

Instituted on : 02-01-2017

Decided on : 17-09-2025

Aman Sood, C/O Dr. O.P. Sharma, New Vipul Gas Agency, Hospital Road, Solan (H.P.)
..*Petitioner.*

VERSUS

1. The General Manager, M/s Whirlpool India Ltd. SCO 910, N.A.C. Manimajra, Chandigarh.

2. The Managing Director, M/s Team Lease Services Pvt. Ltd. 6th Floor, BMTC Commercial Complex, 80F Road Koramangala, Banglore-670095.

3. The Managing Director, M/s Adecco India Pvt. Ltd. N-2, Nal Wind tunnel Road, Murugeshpaiya Banglore-500017. ..*Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Anuj Tanwar, Adv.

For the respondent No. 1 : Sh. Rahul Mahajan, Adv.

For the respondent No. 2 : Sh. Prateek Kumar, Adv.

For the respondent No. 3 : Sh. Atul Sood, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:

"**Whether termination of the services of Sh. Aman Sood, C/O Dr. O.P. Sharma, New Vipul Gas Agency, Hospital Road, Solan (H.P.) *w.e.f.* 07.07.2012 by the (i) The General Manager,**

M/s Whirlpool India Ltd. SCO 910, N.A.C. Manimajra, Chandigarh, (Principal Employer), (ii) The Managing Director, M/s Team Lease Services Pvt. Ltd. 6th Floor, BMTC Commercial Complex, 80F Road Koramangala, Banglore-670095, (Sister Concern) & (iii) The Managing Director, M/s Adecco India Pvt. Ltd. N-2, Nal Wind Tunnel Road, Murugeshpaiya Banglore-500017 (Sister Concern) without complying with the provisions of the Industrial Disputes Act, 1947 and thereafter offering him work on bill basis is legal and justified? If not, to what relief of reinstatement & compensation the above aggrieved workman is entitled to from the above employer?"

2. The case as set up by the petitioner in the statement of claim, is that the respondent no. 1 M/s Whirlpool India Limited is a limited company, whereas the respondent no. 2 is a private limited company under the name and style of Team Lease Services Private Limited and respondent no. 3 is a private limited company under the name and style of Adecco India Private Limited. Applicant was appointed by respondent no. 1 as a Retail Executive in the month of April, 2008 in its company's Exclusive Showroom "WHIRLPOOL MAGIC HOME", opened at Ramji Lal Shivcharan Das, Rajgarh Road, Solan, H.P., on monthly wages of Rs. 5,500/-. The petitioner received salary in cash from respondent no. 1 for the months of April, May, June and July in the year 2008 and in the month of August, 2008 the officials of the respondent no. 1 told to the petitioner that he would remain its employee under the supervision and control of respondent no. 1 and further salary would be paid by respondent no. 3 *i.e*. Adecco India Private Limited on its behalf and salary would be deposited in his bank account. In addition to this provident fund and health insurance would be deducted from his salary. The petitioner continued his duty and worked at Company Exclusive Showroom "WHIRLPOOL MAGIC HOME" for which Proprietor of Ramji Lal Shivcharan Das on its letter pad dated 30.09.2018, mentioned that the petitioner had worked as Retail Executive. In the month of March, 2011 petitioner was further intimated by the official of respondent no. 1 that now onwards all his salary etc. would be paid by the respondent no. 2 on its behalf in the same manner as provided by the respondent no. 3 and petitioner continued his duty and worked as an employee of respondent no. 1 from March, 2011 to July, 2012 under the supervision and control of respondent no. 1 at company's exclusive showroom "WHIRLPOOL MAGIC HOME". Petitioner has claimed that he continuously working for respondent no. 1 from April, 2008 to April, 2012 at Rajgarh Road Solan, but in the month of May, 2012 the supervisor of respondent no. 1 transferred the petitioner from show room Whirlpool Magic Home, Solan to Solan Radio Service (Authorized Dealer of Whirlpool). Petitioner continued to work there till July, 2012 and in this regard letter pad dated 06.07.2012 was issued to the petitioner. Petitioner has claimed that he was working under the supervision and control of respondent no. 1 as his daily attendance was recorded online through Smart Retail Software Mobile Application provided by respondent no. 1 for Rs. 2,000/-. At the time of appointment of the petitioner, he was told by the official of respondent no. 1 that the duty hours of the petitioner would commence from 10:00 A.M. to 5:00 P.M. Petitioner had been discharging his duties with respondent no. 1 sincerely and honestly and petitioner had been promoting the sales and business of the respondent no. 1, due to this reason respondent no. 1 had given several awards to the petitioner from time to time. Despite the fact that the petitioner had been discharging his duties efficiently and to the best of his abilities, no overtime and bonus was paid to the petitioner. On 06.07.2012, petitioner was called in the office of respondent no. 1 at Manimajra Chandigarh and he was verbally informed that his services have been terminated. The service of the petitioner was terminated without assigning any reasons to the

petitioner and thereafter the officials of respondent no. 1 had illegally blocked the Mobile Sim Number to the petitioner which was used by the petitioner to mark online attendance. The other benefits which were given to the petitioner were also stopped illegally, as such, the services of the petitioner were illegally terminated by the respondent no. 1 *w.e.f.* 21.07.2012. The petitioner has claimed Rs. 4,37,248/- were due to be paid to him by respondent no. 1 on account of salary, incentives, time traveling expenses, house rent, provident fund, overtime, bonus and other counts. Petitioner has claimed that he has completed more than 240 days in each calendar year, thus he is entitled to protection of provisions of Industrial Disputes Act. No show cause notice, no chargesheet, explanation nor any enquiry has been conducted against him and he has been terminated from the services in utter violation of mandatory provisions of law. Petitioner has claimed through this petition that his illegal termination be set aside and respondents be directed to pay compensation of Rs. 10,00,000/- for causing of mental harassment to the petitioner and Rs. 4,37,248/- on account of outstanding duties towards the petitioner with interest @18% per annum and litigation cost of Rs. 30,000/-. The claim is duly supported with an affidavit of Sh. Aman Sood, petitioner.

3. Notice of this claim was sent to the respondents, in pursuance thereof, respondents contested the claim by filing separate reply(s). Respondent no. 1, while contesting the claim of the petitioner, took preliminary objections of maintainability, petitioner has no right to raise the industrial disputes, and reference is hit by Section-2A of the Act which prescribes the limitation period for filing claim within 3 years. The termination of the petitioner was at Chandigarh, as such the appropriate government in respect of alleged industrial dispute, if any, is Government of Union Territory and not the Government of Himachal Pradesh. On merits, respondent no. 1 denied that the petitioner was appointed by respondent no. 1 for work in the company Exclusive Showroom as Retail Executive. It was also denied that he was paid salary by respondent no. 1 @ Rs. 5,500/- per month. It was further denied that respondent no. 1 had paid salary to the petitioner from April, 2008 to July, 2008 and further denied that he was conveyed by respondent no. 1 that his employment stands transferred or his salary would be paid by respondent no. 3. It was denied that petitioner was working under the supervision and control of respondent no. 1. No appointment letter has been issued to the petitioner by respondent no. 1, as he was not an employee of respondent no. 1. Respondent no. 1 claimed that for certain allied activities in relation of marketing of the products manufactured or sourced by respondent no. 1 for carrying out other allied assignments work, orders were issued to respondents no. 2 & 3 for providing and deploying contract labour. The allocation of activities and selection and deployment of candidate, tracking of their attendance, payment of their salaries and disbursement of statutory benefits was independently carried out by such third party vendors. The attendance of the petitioner was never supervised by the respondent no. 1. It was denied that petitioner was transferred to respondent no. 2 in the month of March, 2011 by the respondent no. 1. The purpose of such application was primarily to track the inventories of the products electronically and billing and to record the data of field activities for monitoring of the sales of the articles and for placing the orders and also used for capturing of attendance of third party field based manpower for the purpose of preparation of their remunerations by the third party contractors. The third party contractors were also given access of the electronic data's entered in these devises. Respondent no. 1 categorically denied that petitioner was discharging his duty under the supervision and control of respondent no. 1. It was denied that respondent no. 1 has violated any provisions of I.D. Act and reiterated that the petitioner was working under the independent and

exclusive employment of third party vendors and has not worked in the capacity of an employee of respondent no. 1 and prayed for dismissal of the petition.

4. By filing separate reply, respondent no.2 contested the claim of the petitioner. It took preliminary objections of maintainability, the employment of the petitioner was for a fixed period which was valid up to 30.06.2012 as such the question of termination of the petitioner does not arise. The petitioner was relived from the services on 16.07.2012 and thereafter cheque bearing no. 243097 dated 23.08.2012 for Rs. 2,838/- was given to the petitioner which was not encashed by him. The petitioner was employed by the respondent no. 2 for a fixed period *w.e.f.* 01.03.2011 to 31.05.2012 and thereafter his services were extended from 31.05.2012 to 30.06.2012. Though the work assignment of the petitioner came to an automatic end on 31.06.2012 but petitioner requested the respondent no. 2 to allow him to work for further period of 15 days which request was acceded by respondent no. 2 as such, the petitioner was allowed to perform his duty till 15.07.2012. On 16.07.2012 he was relived from the services and his salary of Rs. 2,838/- was paid to him through cheque. On merits, it was averred that petitioner was engaged by respondent no. 2 through contract on 01.03.2011 which contract was extended and he worked with the respondent no. 2 till 16.07.2012. Respondent no. 2 had claim that due amount has already been paid to him during his services tenure and nothing is due towards the petitioner from respondent no. 2 and prayed for dismissal of the petition.

5. Respondent no. 3, while contested the claim of the petitioner, took preliminary objections of maintainability, suppression of material facts, no relationship of employer-employee between the petitioner and respondent no. 3, petition is bad for non-joinder of necessary party, cause of action, claim has been filed to damage the reputation of respondent no. 3 and respondent no. 3 has no branch or unit in District Solan or any other place in the State of Himachal Pradesh. On merits, it was averred that the respondent no. 3 and respondent no. 1 entered into a services agreement on 01.07.2009, which continued up till March, 2011 and after discontinuity of the service agreement, respondent no. 3 has no role in the service of the claimant**.** Petitioner was given all the employment benefits including provident fund, ESI etc. during his tenure of services. There is no relationship of employee-employer between the petitioner and the respondent no. 3 and prayed for dismissal of the claim petition.

6. Separate rejoinder(s) to the reply(s) were filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

7. On the pleadings, this Court formulated the following issues on 01.12.2021.

1. Whether the services of the petitioner were terminated by the respondent in violation of the Industrial Dispute Act, as alleged? ..*OPP.*

2. If issue no. 1 is proved in affirmative, than what sort of relief the petitioner is entitled to? ..*OPP.*

3. Whether petitioner has no cause of action to file the present petition, as alleged? ..*OPR.*

4. Whether the claim is not maintainable is present form, as alleged? ..*OPR.*

5. Whether petition is barred by the limitation, as alleged? ..*OPR.*

6. Relief.

8. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

9. I have heard the Learned Counsel for the parties and have also perused the records of the case carefully as well as written submissions filed by petitioner.

10. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: No.
Issue No. 2	: Not entitled to any relief.
Issue No. 3	: No.
Issue No. 4	: No.
Issue No. 5	: No.
Relief	: Reference is answered in negative as per operative part of the award.

REASONS FOR FINDINGS

ISSUES NO.1 & 2.

11. Being interlinked and correlated both these issues are taken up together for discussion and decision.

12. The onus to prove issue no. 1 is on the petitioner.

13. To prove the averments as raised in the claim petition, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim petition. He also tendered in evidence certificate 30.09.2008 Ex. PW-1/B, certificate 06.07.2012, device documents mark-PX-1 (3 pages), incentive list mark-PX-2, letter mark-PX-3, dealer price list mark-PX-4, I card mark-PX-5, copy of cheque mark-PX-6 and Pamphlet mark-PX-7.

14. During cross-examination, conducted by respondent no. 1, he admitted that company's showrooms are run by the authorized dealers and not by the company. He admitted that he was getting salary through respondents no. 2 & 3. He admitted that Ex. PW-1/B and Ex. PW-1/C are not on the pads of the company. He admitted that ID Card mark-PX-5 does not bear the signature and

stamp of the company. He denied that there is no employee employer relationship between him & respondent no. 1.

15. During cross-examination, conducted by respondent no. 2, he denied that he was engaged by respondent no. 3 but self stated that his salary was paid by respondent no. 3 in the year 2008. He denied that he was engaged by respondent no. 2 in the year 2011. He admitted that his salary was paid by respondent no. 2. He admitted that he was on the roll of respondent no. 2 from 01.03.2011 and his services were extended *vide* mark-RX-2. He showed ignorance that the extension given to him expired on 30.06.2012, however he denied that he had requested respondent no. 2 orally to further extend his service period for 15 days. He admitted that all his service benefits such as salary, EPF, ESI, leave etc. were sanctioned by respondent no. 2. He denied that he was relieved by respondent no. 2 on 16.07.2012. He admitted that respondents are separate independent entities.

16. During cross-examination, conducting by respondent no. 3, he admitted that there was an agreement between respondent no. 1 and respondent no. 3 from 2008 to 2011. He admitted that after the agreement between the respondent no. 1 and respondent no. 3 was over, then agreement was executed between respondents no. 1 & 2. He admitted that no salary was paid to him by respondent no. 3 after 2011.

17. Petitioner also examined, Sh. Vijay Kumar, who appeared into the witness box as PW-2 and tendered in evidence his affidavit Ex. PW-2/A. He deposed that he used to work at Digi World Showroom of Videocon opened at M/s Ramji Lal Shivcharan Das, Rajgarh Road, Solan, and working as a salesman for Videocon in the year 2010. Whereas, Sh. Aman Sood was retail executive of M/s Whirlpool India Limited in company's Exclusive Showroom "Whirlpool Magic Home" opened at Ramji Lal Shivcharan Das, Rajgarh Road, Solan.

18. During cross-examination, conducted by respondent no. 1, he showed ignorance that the petitioner was paid wages by respondents no. 2 & 3. He further showed ignorance that the petitioner was appointed by respondents no. 2 & 3.

19. During cross examination, conducted by respondent no. 2, he showed ignorance that petitioner was paid salary by the contractor.

20. This is the entire evidence led by the petitioner.

21. To rebut the evidence of the petitioner, respondent no. 1 examined Shri Rajbir, Dy. Manager, who appeared into the witness box as RW-1 and tendered in evidence his affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply by respondent no. 1. He also tendered in evidence his authority letter Ex. RW-1/B (pages 3) and specimen of appointment letter which are issued to the employees who are engaged Ex. RW-1/C.

22. During cross-examination, conducted by the petitioner, he denied that the petitioner was contractual employee of the company. He denied that his salary was paid by the respondent no. 1 and attendance was also taken by the respondent no. 1. He stated that the services of the petitioner

were monitored through the application software to check the status of the sales. He further stated that only sales data is supervised by Team Lease and our company. He deposed that petitioner was not an employee of respondent no. 1 as such there was no requirement to issue any notice to the petitioner.

23. During cross-examination, conducted by respondent no. 3, he deposed that petitioner was not working under the respondent no. 1 in any capacity.

24. Respondent no. 2 examined, Sh. Parmjeet Singh, Assistant Manager, who appeared into the witness box as RW-2 and tendered in evidence his affidavit Ex. RW-2/A, which is just a reproduction of the averments as made in the reply. He also tender his evidence authority letter Ex. RW-2/B, appointment letter Ex. RW-2/C, extension letter Ex. RW-2/D, certificate of name change of company Ex. RW-2/E, pay slips Ex. RW-2/F, salary intimation letter Ex. RW-2/G and certificate under Section 65-B of evidence act Ex. RW-2/H.

25. During cross-examination conducted by respondent no. 1, he admitted that he used to deduct PF and ESI contribution from the employee and deposited the same to the concerned authorities. He admitted that Ex. RW-2/F is pertaining to the wages paid to the petitioner. He admitted that the name of the respondent no. 2 has been changed from Tem Lease Service Pvt. Ltd. to Team Lease Service Ltd. The petitioner remained on rolls of respondent no. 2 from 01.03.2011 to 16.07.2012 and his legal dues have been paid.

26. During cross-examination conducted by respondent no. 3, he deposed that he does not now that prior to 01.03.2011, petitioner was on the rolls of respondent no.3

27. During cross-examination conducted by the petitioner, he admitted that respondent no. 2 does not manufacture and sell the products of Whirlpool. He admitted that petitioner was retail executive who was deployed with respondent no. 1 by respondent no. 2. He admitted that the attendance of the petitioner was being marked by respondent no. 1. He also admitted that the petitioner reporting to the respondent no. 1. He further admitted that the salary comes from the account of respondent no. 1, on respondent no. 2 raising the bills which is paid to the petitioner.

28. This is the entire evidence led by the respondents.

29. So far as the case of the petitioner is concerned, the claim of the petitioner is that he was the employee of respondent no.1 company and the respondent no.1 company paid him salary for the months of April, 2008 to July 2008 and in the month of August, 2008 the officials of the respondent no.1 company told the petitioner that he would remain the employee of respondent no.1 company, but his salary would be paid by respondent no.3. The further claim of the petitioner is that he continued to work at company's exclusive showroom *i.e* Whirpool Magic Home, Solan. In the month of March, 2011, the petitioner was further intimated by the respondent no.1 that now onwards his salary etc. would be paid by respondent no.2 on its behalf in the same manner as provided by respondent no.3. The petitioner has claimed that he was called by the officials of respondent no.1 company at Manimajra and his services were orally terminated on 21.07.2012 without complying with the mandatory provisions of the Act.

30. So far as the claim of the petitioner, that he was employee of respondent no.1 is concerned, no appointment letter issued to the petitioner by respondent no. 1 has been produced on record to establish that he was appointed by respondent no. 1, rather petitioner has admitted that he was being paid either by the respondent no. 2 or by the respondent no. 3. Apart from the bald statement of the petitioner there is nothing on record to suggest that petitioner was on the role of respondent no. 1 at any time nor any evidence worth the name is on record that he was working under the supervision and control of respondent no. 1. Appointment letter Ex. RW-2/C has been issued by Team lease Service Limited as per clause 13 of the appointment letter. Ex. RW-2/C the petitioner was engaged on 01.03.2011 up till 29.02.2012 and it was agreed that on expiry or termination of the work assignments, his employment with Team Lease shall stand terminated forthwith. Ex. RW-2/D establishes on record that this contract was extended up to 30.06.2012. Salary slip Ex. RW-2/F also establish on record that for the period he was engaged by respondent no. 2, his wages and ESI etc. were also deducted by respondent no. 2 after respondent no. 2 raised the bills with respondent no. 1, which fact is also mentioned in Ex. RW-2/G. There is nothing on record to show that respondent no. 1 was maintaining the record of the petitioner. The **Hon'ble Apex Court in case titled as Balwant Rai Saluja & Anr. Vs. Air India Ltd. (2014) SCC-9 407**, has observed as under:—

"53. **This Court would first refer to the relevant pronouncements by various English Courts in order to analyze their approach regarding employer-employee relationship.**
54. In Ready Mix Concrete (South East) Ltd v. Minister of Pensions and National Insurance, [1968] 2 QB 497, McKenna J. laid down three conditions for the existence of a contract of service. As provided at p.515 in the Ready Mix Concrete case (supra), the conditions are as follows:—

> **"(i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master; (ii) he agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master; (iii) the other provisions of the contract are consistent with its being a contract of service."**

55. In Ready Mix Concrete case (supra), McKenna J. further elaborated upon the above-quoted conditions. As regards the first, he stated that there must be wages or remuneration; else there is no consideration and therefore no contract of any kind. As regards the second condition, he stated that control would include the power of deciding the thing to be done, the way in which it shall be done, the means to be employed in doing it, the time when and the place where it shall be done. Furthermore, to establish a master-servant relationship, such control must be existent in a sufficient degree.

19. McKenna J. further referred to Lord Thankerton's "four indicia" of a contract of service said in Short v. J. and W. Henderson Ltd. (1946) 62 TLR 427. The J. and W. Henderson case (supra) at p.429, observes as follows:—

"(a) The master's power of selection of his servant; (b) the payment of wages or other remuneration; (c) the master's right to control the method of doing the work; and (d) the master's right of suspension or dismissal."

57. A recent decision by the Queen's Bench, in JGE v. The Trustees of Portsmouth Roman Catholic Diocesan Trust, [2012] EWCA Civ 938, Lord Justice Ward, while discussing the hallmarks of the employer-employee relationship, observed that an

employee works under the supervision and direction of his employer, whereas an independent contractor is his own master bound by his contract but not by his employer's orders. Lord Justice Ward followed the observations made by McKenna J. in the Ready Mix Concrete case (supra) as mentioned above. The JGE case (supra), further noted that 'control' was an important factor in determining an employer-employee relationship. It was held, after referring to numerous judicial decisions, that there was no single test to determine such a relationship. Therefore what would be needed to be done is to marshal various tests, which should cumulatively point either towards an employer-employee relationship or away from one."

31. Apart from this, the **Hon'ble Supreme Court in case titled as The Joint Secretary, Central Board of Secondary Education and Anr. Vs. Raj Kumar Mishra and others, 2025 LLR 474** has held that "for a person to claim employment under any organization, a direct master-servant relationship has to be established on paper". The relevant portion of the judgment is reproduced as under:—

"6. **Having considered the facts and circumstances of the case(s) and submissions of learned counsel for the parties, we find substance in the contentions of learned counsel for the appellants. The issue whether the private respondents were employees of the appellants, is the crux of the matter. Whatever material has been placed and even the best point which was argued by the learned Senior Counsel for the private respondents before this Court was that since there was supervisory and jurisdictional control over the private respondents by the appellants, *ipso facto,* they would become employees of the appellants is noted only to be rejected.**

7. This is not only a very simplistic approach, but also a totally erroneous approach in law. For a person to claim employment under any organization, a direct master-servant relationship has to be established on paper. In the present case(s), admittedly, the only document, which the private respondents have in their favour, is showing that they were posted at various places doing different nature of work.

8. This clearly in the considered opinion of the Court would not establish master-servant relationship.

9. Had it been the case where there were other materials also in favour of the private respondents in both cases showing that they may have a case for being considered as an employee of the appellants, we may not have interfered with the orders impugned and would have left it to the Labour Court to once again to go into the matter(s) on merits. However, when the best defence of the private respondents in both cases, as discussed *supra,* has been found to be totally of no consequence to the private respondents in both cases, we find that the remand would be an exercise in futility.

32. Coming to the case in hand, it is established on record that the petitioner was not engaged by respondent no.1 in core activities.

33. The other limb of arguments that the agreements between respondents have not been produced on record and agreement if any is sham. So far as this plea is concerned, that **Hon'ble High Court of Himachal Pradesh in case titled as Manoj Kumar Vs. Sintex Industrial 2016 SCC Online HP 4276** has held as under:—

"15. **An effort has been made to belie the evidence produced by the respondent while submitting that as per the testimony of RW-3 Lalit in his cross-examination, M/s Apex Management Limited was registered as Contractor only in 2003 and as such how the said Contractor could have employed the petitioner in the respondent-establishment in the year 2001, however, unsuccessfully for the reason that it was merely a suggestion given to RW-3 and no other and further evidence has been produced to show that in the year 2001 M/s Apex Management Consultant was not a registered Contractor. Otherwise also, the Apex Court in Dina Nath and others Vs. National Fertilisers Limited and others, AIR 1992 SC 457, has held that if a contractor is not registered one, penal action under Sections 23 and 25 of the Contract Act can be initiated against the principal employer or contractor, as the case may be, and the petitioner-workman can not claim himself to be the employee of principal employer on that score. This judgment reads as follows:—**

> **" It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the Government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of nonregistration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."**

16. Similar is the view of the matter taken by Jharkhand High Court in Their Workmen, Bihar Collery Kamgar Union Vs. Bharat Coking Coal Limited and another, 2014 LLR 842. This judgment reads as follows:—

> **"12. Learned counsel for the respondent management submitted that in the case of Dena Nath & Ors. [(1992) 1 SCC 695], Hon'ble Supreme Court held that the effect of non-compliance of the provisions of CLRA Act of 1970, i.e. non-registration of the establishment under Section 7 of the Act and non-possession of licence under Section 12 of the Act would not result in regularization of the concerned workmen, rather it would result in penal consequences – that is, prosecution under Section 23/24 of the CLRA Act, 1970 and therefore, the finding of the Tribunal that the contract labour system is sham or camouflage was an erroneous finding and referring to the findings of the Tribunal that the arrangement of the management is camouflage, learned Single Judge held that the said finding is in clear teeth of the decision rendered by Hon'ble Supreme Court in the case of Dena Nath & Ors. v. National Fertilizer Ltd. [(1992) 1 SCC 695] and para 22 thereof reads as under:—**

"22. It is not for the High Court to inquire into the question and decide whether the employment of contract labour in any process, operation or in any other work in any establishment should be abolished or not. It is a matter for the decision of the government after considering the matter, as required to be considered under Section 10 of the Act. The only consequences provided in the Act where either the principal employer or the labour contractor violates the provision of Sections 9 (sic 7) and 12 respectively is the penal provision, as envisaged under the Act for which reference may be made to Sections 23 and 25 of the Act. We are thus of the firm view that in proceedings under Article 226 of the Constitution merely because contractor or the employer had violated any provision of the Act or the rules, the Court could not issue any mandamus for deeming the contract labour as having become the employees of the principal employer. We would not like to express any view on the decision of the Karnataka High Court or of the Gujarat High Court (supra) since these decisions are under challenge in this Court, but we would place on record that we do not agree with the afore-quoted observations of the Madras High Court about the effect of non registration of the principal employer or the non-licensing of the labour contractor nor with the view of Bombay High Court in the aforesaid case. We are of the view that the decisions of the Kerala High Court and Delhi High Court are correct and we approve the same."

17. Therefore, even if it is presumed that M/s Apex Management Consultant was not a registered Contractor in the year 2001, it does not extend a right in favour of the petitioner-workman to claim that he was the employee of respondent-establishment or he has been removed from the service in violation of Section 25-F of the Act."

34. Keeping in view the above position of law it is not open for the petitioner to agitate that since there was no valid contract between respondents no. 1 to 3, he is the employee of respondent no.1. In view the detailed discussion made hereinabove, the petitioner has miserably failed to establish on record that he was the employee of respondent no.1 and with evidence available on record it stand establish that he was engaged by respondent no. 2 vide Ex. PW-2/C and his salary, EPF etc. were also deducted by respondent no. 2 for the contract period and thereafter his salary was paid by respondent no. 3.

35. Now coming to the other aspect of the case, the petitioner has alleged his termination to be illegal and unjustified, but keeping in view the fact that appointment letter Ex. RW-2/C has been issued by Team lease Service Limited and as per clause 13 of the appointment letter. Ex. RW-2/C the petitioner was engaged on 01.03.2011 till 29.02.2012 and it was agreed that on the expiry or termination of the work assignments, his employment with Team Lease shall stand terminated forthwith. Ex. RW-2/D establishes on record that this contract was extended up to 30.06.2012. Since the petitioner was appointed on contract basis for a fixed period by respondent no.2, his termination after expiry of the contract cannot be held to be illegal retrenchment from the service. Even, assuming that he had worked for 240 days continuously that would also not entitle him to claim that he was in regular service, as number of days does not apply to those workmen whose services are purely engaged on contractual basis, hence, the compliance of Section 25-F of the Act was not necessary. It would be beneficial to go through the provisions of Section 2-(oo) (bb) of the Act, which are as under:

"[(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a)…….

(b)…….

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c)……"

36. Perusal of these provisions of Section 2(oo), makes it clear that the termination as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry cannot be considered as a retrenchment of a workman by the employer. In this case also the contract of employment came to an end and respondent no.2 cannot be directed to re-engage the petitioner.

37. In view of my above detailed discussion, both these issues are decided in negative.

ISSUE No. 3.

38. In support of this issue no specific evidence has been led by the respondents, hence, this issue is answered against the respondents.

ISSUE No. 4

39. So far as issue No.4 is concerned, the respondents have not led any evidence to establish on record that as to how the present claim petition is not maintainable especially when the same has been filed pursuant to the reference received from the appropriate government for adjudication. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue in question is answered in negative.

ISSUE No. 5.

40. It could not be explained by the respondents as to why petition is barred by the limitation. Their lordships of Hon'ble Supreme Court in ***(1999) 6 SCC 82, Ajayab singh Vs. Sirhind Co-operative Marketing –cum- processing Service Society Limited and Another*** have held as under:

"The provisions of Article 137 of Limitation Act, 1963 are not applicable to the proceeding under the ID Act. The relief under the ID Act cannot be denied merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone"

41. Consequently, inview of law laid down by Apex Court, I hold that this petition is not barred by limitation. Accordingly, this issue is answered in negative against the respondents.

RELIEF

42. In view of my aforesaid discussion under issues no.1 to 5, the claim filed by the petitioner fails and is hereby dismissed. The reference is answered in the aforesaid terms.

43. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 17th day of September, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, (H.P.)

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference Number : 58 of 2024

Instituted on : 24-07-2024

Decided on : 15-10-2025

Manoj Kumar Singh, S/o Sh. Kirpal Singh Rawat, C/o J.C. Bhardwaj, President HP AITUC, HQ: Saproon District Solan, H.P. ..*Petitioner.*

VERSUS

The Managing Director, M/s Exicom Tele-Systems Ltd., 8 Electronics Complex Chambaghat, Tehsil & District Solan, H.P. ..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Ms. Vandana, Advocate

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

1. *"Whether Sh. Manoj Kumar Singh, s/o Sh. Kirpal Singh Rawat, r/o Village Motadhak, P.O. Padmapur Motadhak, District Puri, Garhwal (Uttrakhand) who was initially engaged as Technician and subsequently by virtue of seniority/ promotion working as Senior Engineer at the time of termination of services, falls under the definition of 'workman' u/s 2(s) of the Industrial Disputes Act, 1947? If yes, what relief, Sh. Manoj Kumar Singh is entitled to? And if not, what its legal effect?"*

2. Whether the demand of Sh. Manoj Kumar Singh, s/o Sh. Kirpal Singh Rawat, r/o Village Motadhak, P.O. Padmapur Motadhak, District Puri, Garhwal (Uttrakhand) for his reinstatement in service before the Managing Director, M/s Exicom Tele-Systems Ltd. 8 Electronics Complex Chambaghat, Tehsil & District Solan, H.P., is proper and justified? If yes, what relief the above aggrieved workman is entitled to from the above management?" and If not, its effect?"

3. The case was listed for appearance of the parties for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex parte.*

4. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

> *"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".*

5. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

6. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

8. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

9. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

10. As per the reference, it was required of the petitioner to plead and prove on record that he falls under the definition of the workman under Section 2(s) of the Industrial Disputes Act and further that he is entitled for reinstatement in service. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

11. The reference is answered in the aforesaid terms.

12. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 15th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- *Industrial Tribunal ,*
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**.

Reference No : 305 of 2020.

Instituted on : 11-11-2020

Decided on : 15-10-2025

Jagdeep Singh, s/o Sh. Gurcharan Singh, r/o House No. 417, Mohalla Chandergarh, Ropar, Punjab. ..*Petitioner.*

VERSUS

The Factory Manager, M/s Mags Garments Pvt. Ltd., Village Musewal (Chonkiwala) Nalagarh, Tehsil Nalagarh, District Solan, H.P. ..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Himanshu Thakur, Adv.

For the respondent : Sh. Rajeev Sharma, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether termination of services of Sh. Jagdeep Singh s/o Sh. Gurcharan Singh, r/o House No. 417, Mohalla Chandergarh, Ropar, Punjab by the management of M/s Mags Garments Pvt. Ltd., Village Musewal (Chonkiwala) Nalagarh, Tehsil Nalagarh, District Solan (H.P.) after conducting domestic enquiry *vide* order dated 03.06.2020, without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/ management?"**

2. The case as set up by the petitioner in the statement of claim is that he was initially appointed in Laser Shaving Products (P) Ltd. Ramshehar, Tehsil Nalagarh, District Solan, which is owned by Sister concern of the respondent. The respondent closed the said unit and petitioner was appointed as maintenance engineer with Mags Garments (P) Ltd. since March, 2007 with the respondent. Petitioner while crossing road felt dizziness and suddenly fainted and a scooter hit him. Petitioner got injuries and bruises on his body on 01.10.2019 and was on leave since 01.10.2019 as the Doctor advised him total bed rest and accordingly the petitioner informed Shri A.R. Patro and Shri Mandeep Singh who were part of respondent management. Management of respondent assured the petitioner that his leave shall be sanctioned and further advised the petitioner to take rest, however, to the utter surprise of petitioner, he received a letter from respondent stating therein that his absence has been marked since the day of accident. Petitioner received a whatsapp message on 18.02.2020 whereby he was asked to appear before respondent on 24.02.2020. Accordingly petitioner appeared before the respondent on the given date and explained the reason of his absence which was not deliberate and intentional. On 23.03.2020 petitioner requested the respondent to allow him to join duty, but respondent bluntly refused and did not allow him to join duty. On 03.06.2020 letter was sent to the petitioner whereby petitioner was terminated from his service illegally without complying with the provisions of Sections 25-F and 25-G of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). The last drawn salary of the petitioner was Rs. 26,775/- and Rs. 10,120/- was credited into his bank saving account through cheque.

Petitioner was working as maintenance engineer and had no supervisory powers nor he was assigned any kind of management work thus he is covered under the definition of a workman. It has been prayed through this claim petition that the services of the petitioner be reinstated with continuity and seniority with full back wages. The claim is duly supported with an affidavit of Sh. Jagdeep Singh, petitioner.

3. Notice of this claim was sent to the respondent, in pursuance thereof, respondent contested the claim by filing reply. Wherein respondent took preliminary objections of maintainability. It was claimed that petitioner is not a workman and the post of the petitioner was of maintenance engineer. Petitioner was head of his department and the subordinates were working under him who were reporting to the petitioner. Apart from that petitioner was drawing Rs. 26,775/- per month as such he does not fall under the definition of workman under Section 2(s) of the Act and the petitioner has not come to the Court with clean hands. On merits, it was averred that the petitioner indulged in grave misconduct during the course of his employment in the factory and respondent had issued chargesheet on dated 06.12.2019 through registered post and through whatsapp to the petitioner. Petitioner sent his reply to this charge sheet on 20.12.2019 through registered post. The reply filed by the petitioner was not found satisfactory as the petitioner had not explained the charges leveled by the respondent. Petitioner failed to follow the instructions of the management and since the reply was not found satisfactory, the respondent decided to hold an independent inquiry in the charges and appointed an outsider as an inquiry officer. The petitioner was duly informed by the respondent in this regard through a letter. Copy of appointment letter dated 18.12.2019 was issued to the inquiry officer. Inquiry officer issued written letter dated 23.12.2019 to the petitioner regarding the starting of the domestic inquiry *w.e.f.* 02.01.2020. The inquiry proceedings were initiated by the enquiry officer, but petitioner failed to take part in the inquiry proceedings on 02.01.2020. The inquiry officer postponed the inquiry for 14.01.2020 as per model standing orders for the presence of the petitioner. The petitioner again failed to take part in the inquiry proceedings on the said date. The inquiry was again postponed for 23.01.2020 but again petitioner failed to appear before the enquiry officer. Inquiry officer again postponed the inquiry for 23.01.2020 and thereafter for 11.02.2020 but petitioner again failed to appear before the inquiry officer despite the fact that the information of the date was given to the petitioner through registered post. Inquiry has postponed for 24.02.2020 and notice was issued to the petitioner through registered post as well as through publication. The petitioner appeared before the inquiry officer on 24.02.2020 to take part in the inquiry. The inquiry was postponed for 05.03.2020 for the witnesses of the respondent. The petitioner appeared before the inquiry officer and told that he will not co-operate in the inquiry proceedings and thereafter left the proceeding, so on the request of the management representative the enquiry officer proceeded the petitioner ex-parte. The inquiry was conducted as per the model standing orders and principles of natural justice. Petitioner is gainfully employed and he is earning more than the amount which the petitioner was getting from the respondent management. On merits, it was averred that the report of the inquiry officer is based upon the documents supplied during the course of the inquiry proceedings and the oral evidence adduced by the respondent. After receipt of the inquiry report from the inquiry officer taking into consideration, the past record of the petitioner and his present behavior prior and after to the charge sheet and during the course of domestic enquiry respondent reached to the conclusion that the petitioner is not in position to serve in the respondent company. Petitioner was trying to make an atmosphere which would cause hindrance in the smooth running of the respondent company. On

17.03.2020 second show cause notice was issued to the petitioner. The reply of the second show cause notice was on the same lines as reply to the charge sheet, thus the respondent was left with no other choice but to dismiss the petitioner vide dismissal letter dated 03.06.2020 and full and final financial dues amounting of Rs. 60,688/- were paid to the petitioner. It was averred that the claim is not maintainable and prayed for the dismissal of the present claim.

4. No rejoinder was filed.

5. On the pleadings, this Court formulated the following issues on 23-06-2022:—

1. Whether the termination of the service of the petitioner by the respondent *w.e.f.* 03.06.2020 after conducting the domestic enquiry without complying the provisions of the Industrial Dispute Act, is illegal and unjustified? If yes, to what relief the petitioner is entitled to? ..*OPP.*

2. Whether the claim petition is maintainable in the present form, as alleged? ..*OPR.*

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard the Learned Counsel for the parties and have also perused the records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1 : No.

Issue No. 2 : No.

Relief : Reference dismissed as per operative part of the award.

REASONS FOR FINDINGS

ISSUES NO 1. & 2.

9. Both these issues taken up together as both these issues are interconnected. The onus to prove issue no. 1 is on the petitioner whereas onus to prove issue no. 2 is on the respondent.

10. To prove the averments as raised in the claim petition, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim petition.

11. During cross-examination, he denied that he was working as Head of the maintenance department as Engineer. He deposed that he was diploma holder from Govt. Polytechnic. He denied that he was highly qualified in the maintenance department. He further denied that he was absent from the work. He stated that charge sheet was served upon him and reply was filed by him to the charge sheet. He showed ignorance that letter was sent to him by the enquiry officer to join the proceedings. He denied that he did not join the proceedings despite having knowledge of the same. He admitted that the second show cause notice was issued to him and reply to the same was filed by him. He deposed that he remained absent for four months. He admitted that his services were dismissed on 03.06.2020 after making full and final payment of Rs. 60,688/- which has been used by him.

12. This is the entire evidence led by the petitioner.

13. To rebut the evidence of the petitioner, respondent examined Shri Shamsher Singh, who appeared into the witness box as RW-1 and tendered in evidence his affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also tender his evidence termination letter Ex. RW-1/B and reply to labour inspector as Ex. RW-1/C.

14. During cross-examination, he admitted that respondent company was manufacturing readymade cloths and later on they also entered into the business of manufacturing razor blades. He denied that the respondent company was a sister concern of lazor shaving products private limited. He admitted that petitioner was working as maintenance engineer. He denied that the petitioner was not doing any supervisory work. He further denied that on 01.10.2019 petitioner was unwell and he fainted and was taken to hospital. Self-stated that the petitioner was habitual absentee. He denied that Mandeep Singh and A.R. Patro used to sanction leave to the workers. He denied that petitioner had submitted his sick leave on 01.10.2019 to Sh. Mandeep Singh and Sh. A.R. Patro which was accepted by them. He admitted that letter was issued on 18.02.2020 to the petitioner to appear before the authorities on 24.02.2020.

15. Respondent also examined, Sh. Hardesh Sharma, who appeared into the witness box as RW-2. He deposed that he was appointed as enquiry officer vide letter of appointment dated 18.12.2019 as Ex. RW-2/A. Thereafter, he issued call letter on 23.12.2019 as Ex. RW-2/B to the petitioner which was sent through registered post (envelope) as Ex. RW-2/C and enquiry was fixed for 02.01.2020 but the registered letter Ex. RW-2/C was returned back. On that date the petitioner did not appear. In the interest of justice he again issued registered notice to the petitioner Ex. RW-2/D which was sent through registered post as Ex. RW-2/E and postal envelope as Ex. RW-2/F but the petitioner again did not appear. Thereafter, he again issued notice to the petitioner Ex. RW-2/G which was sent through registered post Ex. RW-2/H and postal envelope Ex. RW-2/J to appear in enquiry on 23.01.2020 but petitioner did not appear. He again issued notice dated 23.01.2020 Ex. RW-2/K to the petitioner which was sent through registered post requiring the petitioner to appear in enquiry on 11.02.2020. On 11.02.2020 he issued notice to the petitioner and also made publication for the service of petitioner in Punjab Kesari (Roop Nagar Nawa Shehar Kesari) published on 19.02.2020 requiring the petitioner to appear in the enquiry on 24.02.2020 at 3:00PM. Petitioner appeared in the enquiry on the said date. He had explained the petitioner about the procedure of the enquiry and also gave him opportunity to proposed the name of any of his co-worker as defence assistant, on which he had sought time to produce his defence assistant on the

next date. The next date was fixed on 05.03.2020. On 05.03.2020 when he took up the enquiry proceeding, petitioner refuse to take part in the enquiry proceedings and refuse to receive the list of the witnesses submitted by the representative of the management further he disclosed that he will not propose the name of defence assistant and refuse to put his signature on the proceeding of the enquiry and thereafter petitioner left the enquiry proceedings at his own wish and will. Since the petitioner left the enquiry proceedings he was proceeded against ex-parte. He conducted the enquiry as per the procedure and prepared enquiry report as Ex. RW-2/L (8 pages) which bears his signature and stamp in red circle-A. Enquiry proceeding are Ex. RW-2/M (29 pages). The publication made in the newspaper is Ex. RW-2/N.

16. During cross-examination he denied that the petitioner was not made aware of the enquiry proceedings. Self-stated that in proceedings as Ex. RW-2/M at page no. 7 in red circle-B he had given in writing that he had received the copies and proceedings were taken in his presence. He denied that the enquiry has not been conducted as per the principles of natural justice.

17. This is the entire evidence led by the respondent.

18. Now, coming to issue no. 1, the petitioner has alleged that the enquiry was biased and was not taken up as per the model standing orders and the principle of natural justice. In this context, it would be appropriate to first go through the allegations levelled against the petitioner vide chargesheet Ex. P-11 are reproduced hereinafter:—

> **"You are became habitual absentee for the last more than 7 months. In the month of September 2019 you are counseled to improve your behavior in this regard but the counseling had no particular affect upon you rather the position worsened and your record shows that you are absent from you work without any notice or sanction of leave since 1st October 2019 to date.**
>
> **You are fully aware that you are working on a very responsible post in a department which is the backbone of our concern and absence of the head of the department makes it very difficult to run our Factory without head of the department for such a long period.**
>
> **Your continuous absence from duty causing loss of production and problems in the Factory as per the complaint of Mr. Rakesh Kumar received from the Technical Department.**
>
> **The continuous absence from place of work without sanction of leave and information which is causing production loss is a major misconduct as per the principle of natural justice.**
>
> **So you are hereby charged for this major misconduct of remaining absent from your place of work without permission or sanction of leave and causing producing losses to the Factory."**

19. At the very inception it would appropriate to note that the word "misconduct" is a generic term while insubordination, neglect to work etc., are species thereof. Misconduct means

which arises from ill motive. However, the acts of negligence, error of innocent mistake or act done bonafide mistake do not constitute such misconduct. In industrial jurisprudence amongst others, habitual or gross negligence constitutes misconduct but in one case in the absence of standing orders governing the employee's under taking, unsatisfactory work was treated as misconduct. The concept of misconduct in employee and employer relationship is based upon the nature and relationship itself and implied and express condition of service. However, it was depend upon each facts and circumstances of the case. In fact, any breach of any express and implied duty on the part of the employee, unless it be trifling nature would be a misconduct. It arises if a person does what he should not have done and does not do what he should have done or any un-business like conduct including negligence or want of necessary care and caution. The misconduct is doing something or omitting to do something which is wrong to do or omit whereas the person who is guilty of the act or the omission knows that the act which he is doing or that which he is omitting to do, is a wrong thing to do or omit. The terms misconduct also includes neglect of duties.

20. Coming to the case in hand, the first and foremost question which was raised by the learned counsel for the petitioner is that the enquiry has not been conducted fairly. It was further argued that respondent management and enquiry officer was of predetermined mind to remove the petitioner from service. The petitioner was deprived to file reply the chargesheets and enquiry has been conducted behind the back of the petitioner. The enquiry proceedings is Ex. RW-2/M which contains the day to day proceedings. It is evident from the record that repeated letters were sent to the petitioner to join the proceedings, but he did not join the enquiry. When the publication was made for the service of the petitioner in the newspaper, petitioner had appeared before the enquiry officer on 24.02.2020 and he was given due opportunities to propose the name of his defence assistant. It is also mentioned in order dated 24.02.2020 that petitioner had stated before the enquiry officer that he had received the chargesheet and documents and the procedure was also explained to both the parties by the enquiry officer. The petitioner has not denied his signature on the proceedings dated 24.02.2020. When the case was listed on 05.03.2020, the petitioner left the proceedings before the enquiry officer and he was proceeded against *ex-parte*. The statements of the witnesses were recorded which dully support charges against the petitioner. Both the witnesses examined by the petitioner have affirmed the charges against the petitioner that he remained absent from the duty without any justification. The petitioner has put up a case that he had met with an accident on 01.10.2019 and Doctor had advised him total bed rest, but no medical slip or any other document has been placed on record. It is the claim of the petitioner that he had informed regarding his absence on account of accident to Sh. A.R. Patro and Sh. Mandeep Singh but petitioner has not bothered to examine any of such witness in support of his case. The evidence on record clearly establish that the enquiry was conducted after giving due opportunities to the petitioner to participate in the enquiry but he himself had not participated in the enquiry. The proceedings of the enquiry establish on record that the enquiry was conducted as per the principle of natural justice. The enquiry officer has submitted his enquiry report vide Ex. RW-2/L, whereby the charges leveled against the petitioner stood proved. It is also evident from the record that second show cause notice was issued to the petitioner and reply of the same was filed by the petitioner but the reply was not found to be satisfactory and the services of the petitioner were dismissed vide Ex. RW-1/B and all his legal dues were paid to him. Petitioner himself has admitted that after he was dismissed from the services on 03.06.2020 his full and final payment of Rs. 60,688/- was paid to him which have been utilized by him. The petitioner has not produced on record reply of second show cause notice. He has admitted that he remained absent from factory premises for four months. There is nothing on record to establish that the inquiry was conducted against the model standing order and the

principles of natural justice. Thus, the termination of the petitioner after conducted valid and legal inquiry cannot be said to illegal and unjustified. Accordingly, issue no, 1 is answered in negative.

21. Now, coming to issue no. 2, the other limb of arguments of the respondent was that the petitioner does not fall within the category of the workman. The respondent has taken the plea that petitioner was maintenance engineer who was working in the supervisory capacity and was drawing monthly salary more than Rs. 25,000/- and he does not fall under the category of workman.

22. Before adverting any further it would be apposite to venture in to the legal aspect of the matter, as to whether the petitioner would fall within the terms of section 2(s) of the Act. The Section reads as under:—

"**Workman" means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person:—**

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or
(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature.]

23. Admittedly, the petitioner was working as a maintenance engineer and the salary of the petitioner was at Rs. 26,775/. The provisions of section 2(s) which defines "workman" does carve out a proviso that a person who is employed in a supervisory capacity and draws wages exceeding Rs. 10,000/- per month or exercises either by the nature of duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature, would fall within the definition of "workman".

24. In the case in hand admittedly the petitioner was drawing salary more than Rs. 10,000/- , however, nothing has been placed or proved on record to establish that the petitioner was working in a supervisory capacity or his functions were mainly managerial in nature while being posted as a maintenance engineer. There is nothing on record to remotely suggest that while working as a maintenance engineer, the petitioner was exercising some supervisory or managerial powers. In determining the nature of work, the designation of the employee or the name assigned to him should not be given due importance. The primary duty performed by the person is to be given due importance. Coming to the case in hand there is no evidence worth the name to suggest that the petitioner was working in a supervisory capacity or his functions were mainly managerial in nature, while being posted as a maintenance engineer in the respondent company**. In <u>Somnath Tulshi</u>**

Ram Galande Vs. Presiding Officer, IInd Labour Court Pune and others 2008 (4) Mh.L.J 163, the Hon'ble Apex Court has held as under:—

> **"Where a particular workman is a supervisor within or without the definition of "workman" is "ultimately a question of fact, at best one of mixed fact and law" and "will really depend upon the nature of the industry, the type of work in which he is engaged, the organizational set up of the particular unit of industry and the like factors."**

25. The Hon'ble High Court had come to record a finding in the aforesaid case that the appellant therein was undertaking supervisory and managerial work as such he was not covered under the definition of "workman".

26. Similarly, in **S.K. Maini v. Carona Sahu Co. Ltd.**, 1994 AIR 1824, the Supreme Court has held as under:—

> **"After giving our careful consideration to the facts and circumstances of the case and the submissions made by the learned Counsel for the parties, it appears to us that whether or not an employee is a workman under Section 2(s) of the Industrial Disputes Act is required to be determined with reference to his principal nature of duties and functions. Such question is required to be determined with reference to the facts and circumstances of the case and materials on record and it is not possible to lay down any straitjacket formula which can decide the dispute as to the real nature of duties and functions being performed by an employee in all cases. When an employee is employed to do the types of work enumerated in the definition of workman under Section 2(s), there is hardly any difficulty in treating him as a workman under the appropriate classification but in the complexity of industrial or commercial organizations quite a large number of employees are often required to do more than one kind of work. In such cases, it becomes necessary to determine under which classification the employee will fall for the purpose of deciding whether he comes within the definition of workman or goes out of it ...the designation of an employee is not of much importance and what is important is the nature of duties being performed by the employee. The determinative factor is the main duties of the employee concerned and not some works incidentally done. In other words, what is, in substance, the work which employee does or what in substance he is employed to do. Viewed from this angle, if the employee is mainly doing supervisory work but incidentally or for a fraction of time also does some manual or clerical work, the employee should be held to be doing supervisory works. Conversely, if the main work is of manual, clerical or of technical nature, the mere fact that some supervisory or other work is also done by the employee incidentally or only a small fraction of working time is devoted to some supervisory works, the employee will come within the purview of 'workman' as Section 2(s) of the Industrial Disputes Act.**
>
> **The appellant in the present case had multifarious duties and most of his duties were supervisory and managerial. He had the power and capacity to take decisions, supervise work of others and was also responsible for quality control of the products being manufactured. The character and nature of his duties while seen in the light of the documentary and oral evidence led by the parties, it can be concluded that the appellant was not a 'workman' within the definition of Section 2(s) of the Act. Looking**

into the admission of the workman and specific language of Exhibit 29 and the terms and conditions of his appointment, it is difficult to arrive at any conclusion other than the one arrived at by the Labour Court and the learned single Judge in the impugned order."

27. Coming to the case in hand from the evidence on record, it cannot be made out that the petitioner was doing the managerial or supervisory work, as such there is no hesitation in the mind of the Court to come to the conclusion that the petitioner does fall under the definition of "workman" as provided under Section 2(s) of the Act. Further, since, it has been proved on record that the petitioner does fall within the category of workman, issue no. 2 decided against the respondent.

RELIEF

28. As a sequel to my discussion and decision on issues no. 1 & 2 above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief.

29. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 15th day of October, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference No : 01 of 2022.

Instituted on : 01-01-2022

Decided on : 16-10-2025

Deep Chand S/o Shri Nandi Ram R/o Village Salwala, Tehsil Paonta Sahib, District Sirmour, HP. ..*Petitioner.*

VERSUS

The Divisional Forest Officer, Forest Division, Paonta Sahib, District Sirmour, HP.
..*Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. R.K Khidtta, Advocate.

For the respondent : Sh. Devender Chandel, DDA.

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether the termination of services of Sh. Deep Chand, S/o Sh. Nandi Ram, Village Salwala, Tehsil Paonta Sahib, District Sirmour, HP- 173025 *w.e.f.* 01.09.2020 by the Employer i.e. The Divisional Forest Officer, Forest Division Paonta Sahib, District Sirmour, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement of service, back wages, others consequential service benefits and compensation to the above aggrieved workman is entitled to from the above stated employer?"**

2. The facts as emerges from the statement of claim are that the petitioner was engaged as daily wages labourer by the Forest Department in the month of April, 1991 and discharged his duties in forest nursery Dudla and other nursery under the Forest Beat, Prwala, Forest Range Bhagani, District Sirmour, till 31.08.2020 and thereafter *w.e.f.* 01.09.2020 the services of the petitioner were terminated orally. The work and conduct of the petitioner remained always upto mark of concerned officials as no warning/chargesheet was ever conveyed to him during the aforesaid tenure. The petitioner has completed 240 days in each calendar year and his services have been terminated without following the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). While terminating the services of the petitioner, the respondent department has also violated the provisions of "last come first go" as junior persons namely S/shri Gian Chand S/o Shri Sunder Singh, Madan Singh S/o Shri Chanunu Ram and Kalyan Singh S/o Shri Bali Ram are still working with the department, whereas the services of the petitioner were illegally terminated in utter violation of the provisions of Sections 25-G and 25-H of the Act. It was reiterated that the petitioner has been working with the respondent since 1991 and remained in continuous service till his illegal termination in the month of August, 2020. Apart from this, the petitioner has claimed that the department had given fictional breaks to him during his service period. It was averred that initially the petitioner was engaged on muster roll basis and later on he was appointed on bill basis without making any compliance to Section 9 of the Act. Petitioner has claimed that he had filed TA no. 97/2016 before the Administrative Tribunal for grant of benefits in terms of judgment of Pinju Ram, however, since the petitioner was already working as daily wages beldar with the department, wrong relief was prayed in the petition. Petitioner has claimed that he is unemployed since 01.09.2020 and meeting his day-to-day expenses by borrowing money from his relatives and friends. Petitioner raised demand notice before the Labour-cum-Conciliation Officer solan on 23.09.2020 and the respondent was summoned by the conciliation officer, however, since 45 days already stood expired and the appropriate government had failed to sent the case of the petitioner to this Court, as such the petitioner was compelled to file his claim directly before this Court during the pendency of the

demand notice. The petitioner was called by the contractor orally *w.e.f.* 01.11.2020 but no payment has been made by the contractor. Through this claim petition the petitioner has prayed that the illegal termination order dated 01.09.2020 be set aside and the petitioner be reinstated in service with seniority and continuity along-with full back-wages and further the frictional breaks given to the petitioner by the respondent be held illegal and the petitioner be ordered to be regularized as the petitioner has already completed more than 28 years of service. The petitioner has also prayed for damages to the tune of Rs. 5,00,000/- and costs of litigation amounting to Rs. 50,000/-. The claim petition is duly supported with an affidavit of Shri Deep Chand petitioner.

3. Notice of this claim was sent to the respondent, in pursuance thereof the respondent filed reply wherein it took preliminary objections that the petitioner was temporarily engaged for the first time during seasonal plantation work in the year 1996 and he worked upto the year 1999 in piecemeal manner and further that petitioner has not completed 240 days in any of the calendar years, petition in not maintainable, petitioner had preferred as case before the Hon'ble Administrative Tribunal which was decided on 24.04.2019 with the following directions:—

"**Point no.3. In view of the above, the present transferred application is disposed of with a direction to the respondents/ competent authority to extend the benefit of the judgment referred to above to the applicant herein in case he is similarly situate, within two months from the date of production of certified copy of this order as well as copy of this order as well as copy of judgment referred to above, before the respondents /competent authority within week.**"

In implementation of orders of Administrative Tribunal Shimla, office order dated 25.11.2019 was passed by the officers of the respondent, the petitioner has not approached this Court with clean hands. It was emphatically denied that the petitioner has completed 20 years of service. On merits, it was reiterated that the petitioner was never engaged as daily wager in the year 1991 by the respondent but the petitioner was engaged only for seasonal work for the first time in the year 1996 and he worked upto the year 1999 and had not completed 240 days in any calendar year since 1996 to 1999. The works of respondent department are being implemented on bill basis. It was denied that the service conditions of the petitioner was changed from muster roll to bill basis and prayed for the dismissal of the claim petition.

4. Rejoinder to the reply was filed by the petitioner in which he denied the preliminary objections and reiterated the averments as made in the petition.

5. On the pleadings, this Court formulated the following points:

1. Whether the termination of the services of petitioner by the respondent *w.e.f.* 01.09.2020, without complying the provisions of Industrial Disputes Act, 1947, is illegal and unjustified? If so, to what relief of service benefits the petitioner is entitled to? ..*OPP.*

2. Whether the petition is not maintainable as alleged? ..*OPR.*

3. Whether the petition is barred by limitation, as alleged? ..*OPR.*

4. Relief.

6. The parties to the lis adduce evidence in support of their case.

7. I have heard the learned counsel for the petitioner and Ld. DDA for the respondent and have also perused the records of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the points for determination, my findings thereon are as under:—

Issue No. 1 : No. Not entitled to any relief.

Issue No. 2 : No.

Issue No. 3 : No.

Relief : Reference is answered in negative as per operative part of the award.

REASONS FOR FINDINGS

POINT NO.1

9. The onus to prove point no. 1 is on the petitioner.

10. To prove the averments as raised in the claim petition, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim petition. He also tendered in evidence mandays chart Mark RX-1, information under RTI Mark RX-2, attendance for Jan., 1995 to August, 1995 Mark RX-3 to Mark RX-10, payment voucher Mark RX-11 to Mark RX-18, copy of demand notice Ex. PW-1/B and notice Mark RX-19.

11. During cross-examination, he admitted that he had filed a case before Administrative Tribunal vide TA no. 97/2016. He further admitted that the Administrative Tribunal treated his case as representation to be decided by the department which was decided on 25.11.2019. He also admitted that his representation was rejected by the department. He denied that he has not mentioned the aforesaid facts in his claim. He further denied that he was engaged by the respondent on seasonal basis in the year 1996. He also denied that he had not completed 240 working days in any calendar years. He denied that he had not worked till 01.09.2020.

12. The other witness examined by the petitioner is Shri Praveen Kumar, Forest Guard of respondent who appeared into the witness box as PW-2 to depose that as per record the petitioner was appointed in the year 1991 and worked till August, 2001. He placed on record working days Mark PX-1, appointment letter of Shri Gian Chand Ex. PW-2/A who was appointed in the year

1995 on daily wages basis, appointment letter of Madan Singh Ex. PW-2/B who was appointed in the year 1995 on daily wage basis and appointment letter of Shri Kalyan Singh Ex. PW-2/C who was appointed in the year 1996. This witness deposed that the seniority list of the workers is prepared at division level and all the above persons are junior to the petitioner.

13. During cross-examination, this witness has admitted that the mandays chart neither bears the signatures or stamp, nor the same has been verified by any officer of the respondent. He further admitted that the petitioner had not completed 240 working days in the calendar year of 2001. He also admitted that the aforesaid workers completed 240 working days in a calendar year and that is why they were regularized. He admitted that the complete details of the petitioner have not been mentioned in the mandays chart Mark PX-1.

14. This is the entire evidence led by the petitioner.

15. To rebut the evidence of the petitioner, respondent examined Shri Rajneesh Singhal, Divisional Forest Officer, Paonta Sahib, who appeared into the witness box as RW-1 and tendered in evidence his affidavit Ex. RW-1/A, which is just a reproduction of the averments as made in the reply. He also tendered in evidence authorization letter Ex. RW-1/B, copy of order dated 25.11.2019 Ex. RW-1/C and copy of mandays chart Mark A.

16. During cross-examination, he denied that the petitioner was engaged as daily waged labourer in the year 1991. Self-stated that he was engaged in the year 1996. He denied that the petitioner had worked regularly uptill 31.08.2020 at Dhudla nursery. He denied that the services of the petitioner were orally terminated by the respondent. He denied that Gian Chand, Madan Singh and Kalyan Singh who are junior to the petitioner are still working in the department. Self-stated that Gian Chand is working regularly in the department and he is senior to the petitioner. He denied that prior to his termination the petitioner had worked for more than 240 days continuously in the department. He expressed his ignorance that Mark PX-6 is copy of attendance of the petitioner for December, 1994. Self-stated that it has not been signed by any forest official. He denied that after the year 1990 and 1996 fresh workers had been kept by the department. He denied that the services of the petitioner have been illegally terminated by the department.

17. The other witness examined by the respondent is Shri Gian Chand who appeared into the witness box as RW-2 and tendered in evidence his affidavit Ex. RW-2/A wherein he has deposed that he was initially engaged by the respondent on 01.01.1995 and regularized on 13.09.2007 as forest worker. The petitioner was temporarily engaged for the first time during seasonal plantation work and he never completed 240 days in any of the calendar years. Name of the petitioner was never entered in the seniority list of the forest department as he had not completed 240 days in any year as per Government Policy.

18. During cross-examination, he deposed that he was engaged as beldar with the respondent department and apart from him 15 to 20 other beldars were working in the nursery in the year 1990/91. He denied that Deep Chand was also working as beldar in the nursery in the year 1991. He stated that he has no knowledge regarding working days of the petitioner.

19. This is the entire evidence led by the respondent.

20. So far as the case of the petitioner is concerned, he has made a specific case that he was engaged as daily waged worker in the year 1991 and his services were illegally terminated by the respondent *w.e.f.* 01.09.2020. Whereas the case of the respondent is that the petitioner was temporarily engaged as forest worker *w.e.f.* 1996 and he worked up till 1999. The petitioner never completed 240 working days in any of the calendar year.

21. From the perusal of record, it is clear that the respondent has objected the claim of the petitioner on the ground that the petitioner has not completed 240 working days in any of the calendar year and he has failed to prove on record that prior to his alleged termination, he had completed 240 working days in preceding twelve calendar months. Ld. Dy. DA had contended that no mandays chart of the petitioner has been produced on record to establish that the petitioner had not completed 240 working days in any calendar year from the date of his initial engagement.

22. In **Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195)**, it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In **M.P. Electricity Board v. Hariram (2004 (8) SCC 246)** the position was again reiterated in paragraph 11 as follows:—

> "**The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in the case of Municipal Corporation, Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the nonproduction of certain relevant documents. This is what this Court had to say in that regard:—**
>
> **"A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent**."

23. In **Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100)** a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In **Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165)** it was held as follows:—

"**So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman**."

In view of the discussion made hereinabove, the initial burden to prove that the petitioner has completed 240 working days in each calendar year or preceding twelve calendar months from the date of his alleged termination.

24. Coming to the case in hand, only document Mark PX (which is not authenticated) has been produced on record. No mandays chart or any other document has ben produced/placed on record in accordance with law to show that the petitioner has worked with the respondent continuously and had completed 240 working days in each calendar year till his alleged termination. There is only a bald statement of the petitioner that he had worked with the respondent continuously and had completed 240 working days in each calendar year. Apart from bald assertion of the petitioner there is nothing on record to suggest that the petitioner has completed 240 working days in each calendar year. Since the petitioner has failed to establish on record that he had completed 240 working days in a calendar year, hence, the petitioner is not entitled to any benefit under Section 25-F of the Act. Thus, the plea of the respondent department stands stablished on record that the petitioner was engaged as a casual worker on seasonal basis and he had not completed 240 days in any of the calendar year.

25. The other point which arises for consideration in this case is that whether there is any violation of Section 25-G of the ibid Act which reads as under:—

"***25-G. Procedure for retrenchment***.- *Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman".*

26. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination, but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of "last come first go".

27. Coming to the case in hand, the document Ex. RW-1/C shows that the petitioner had worked for 61 days in the year 1996, 96 days in the year 1997, 162 days in the year 1998 and 203 days in the year 1999. During his cross-examination, the petitioner has admitted this fact that the Hon'ble Administrative Tribunal had treated his case as representation to be decided by the respondent which was decided on 25.11.2019. Thus, it is clear that order Ex. RW-1/C was well within the knowledge of the petitioner which also states that the petitioner was engaged in the year 1996 and worked till 1999 and had not completed 240 working days in any of the calendar year. This letter Ex. RW-1/C falsify the claim of the petitioner that he was working continuously with the respondent since 1996 to 2020. The claim of the petitioner was rejected by the respondent vide Ex. RW-1/C but the petitioner neither made any averments of this letter in his claim nor has challenged

the same before any competent Authority or Court that his mandays were wrongly mentioned or his claim was wrongly rejected by the respondent vide Ex. RW-1/C.

28. Though, the petitioner has taken the stand that the services of junior persons namely Gian Chand who was appointed in the year 1995 on daily wages basis, Madan Singh who was appointed in the year 1995 on daily wage basis and Kalyan Singh who was appointed in the year 1996 have been regularized by the respondent, but it is proved on record that when these persons were engaged/regularized by the respondent the petitioner was not in service with the respondent department. The petitioner has also taken the plea that frictional breaks were given to him but there is also no document on record to establish that the petitioner had come for work and he was not allowed to work nor there is any claim of the petitioner that he was not allowed to work by the respondent. Such plea of petitioner regarding frictional breaks was taken by the petitioner for the first time while filing the claim petition before this Court. Rather document Ex. RW-1/C shows that the petitioner had filed case before the Hon'ble Administrative Tribunal to consider his services on daily waged basis and claimed the benefits of judgment rendered by the Hon'ble High Court in CWP No. 2494 of 2012 titled as Pinju Ram Vs. State and others. The petitioner has not annexed any document on record to establish that he had brought this fact before the Administrative Tribunal that he was given frictional breaks. Moreover, the regularization of Gian Chand, Madan Lal and Kalyan Singh has been made by the department after they had completed 240 working days each calendar year as required per the Government Policy. The petitioner now cannot take this plea that since aforesaid workers have been regularized, his service stand also be regularized even without completing 240 days in a calendar years as required. The petitioner was neither in continuous service of the respondent nor he has completed 240 working days in any of the calendar year or preceding 12 months prior to the date of his alleged termination. The claim of the petitioner also does not fall within the ambit of Sections 25-G & H of the Act.

29. In view of my foregoing discussion and keeping in view the fact that the petitioner had not completed 240 working days in any of the calendar year from date of his initial engagement and has also failed to establish on record that his service was continuous for the purpose of Section 25-B of the Act and further failed to establish on record that there is any violation of Section 25-G & H of the Act, the petitioner is not entitled to any relief as claimed by him. The point in question is answered against the petitioner and in favour of respondent.

POINT NO. 2

30. So far as issue no. 2 is concerned, the respondent has not led any evidence to establish on record that as to how the present claim petition is not maintainable. Moreover, the present claim petition has been filed by the petitioner pursuant to the reference received from the appropriate government for adjudication. I find nothing wrong with this petition which is perfectly maintainable in the present form. The point no. 2 is answered in negative.

POINT NO. 3

31. So far as point no. 3 is concerned, the question of delay and laches was considered by the Hon'ble Supreme Court in case titled as ***Ajayab Singh vs. Sirhind Co-operative Marketing-cum-Processing Society Limited and Another, (1999) 6 SCC 82***, wherein it was inter-alia held:

"***The provisions of Article 137 of Limitation Act, 1963 are not applicable to the proceeding under the ID Act. The relief under the ID Act cannot be denied merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the Labour Court can be generally questioned on the ground of delay alone***".

In view of the aforesaid binding precedent, it cannot be said that the petition is barred by limitation as such the point in question is answered against the respondent.

RELIEF

32. As a sequel to my above discussion and findings on points no. 1 to 3 above, the claim of the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief from this Court. The reference is answered in the aforesaid terms.

33. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 16th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference No : 10 of 2022.

Instituted on : 01.01.2022.

Decided on : 18.10.2025.

Dinesh Kumar, s/o Sh. Chananu Ram, VPO Jarwa, Tehsil Shillai, District Sirmaur, H.P.
..Petitioner.

VERSUS

The Occupier/ Factory Manager, M/s Solheat, SRG Plaza near Goyal Motors, Barog, Solan Road, Deonghat, District Solan, H.P. *..Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Ms. Priyanka Dhaulta, Legal AID Csl.

For the respondent : *Ex-parte*

AWARD

The following reference was received for adjudication from the appropriate Government:—

"**Whether the termination of services of Sh. Dinesh Kumar, s/o Sh. Chananu Ram, VPO Jarwa, Tehsil Shillai, District Sirmaur, H.P. *w.e.f.* 16.12.2019 by the Employer/ Management i.e. The Occupier/ Factory Manager M/s Solheat, SRG Plaza near Goyal Motors, Barog, Solan Road, Deonghat, District Solan, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement of service, back wages, other consequential service benefits and compensation to the above aggrieved workman is entitled to from the above stated Employer/ Management?"**

2. The facts as emerges from the statement of claim are that the respondent no. 1 is working under the name and style M/S Solheat SRG Plaza Near Goyal Motor, Barog Solan Road, Deonghat, Tehsil & District Solan, H.P. and the respondent no. 2 is the head office of the respondent no. 1 having its registered office at Solheat 5, Community Center, Naraina Industrial Area Phase 1' New Delhi 28. Petitioner was employed by respondents as a machine operator/ Round bending operator on basic pay of Rs. 6,700/- which was lateron increased up to Rs. 7,500/- plus incentives on production basis, allowances, bonus and EPF. Thus, the total salary of the petitioner was Rs. 20,000/- per month approximately. Petitioner had served continuously in the aforesaid post for more than 240 days with respondent no. 1 and on 15.12.2019 when the official of respondent no. 1 directed the petitioner along with other employees to quit his services from the respondent no. 1 and forced him and other employees to give their resignation from the respondent no. 1. On 16.12.2019, the petitioner and other employees were stopped by the security guard of respondent no.1 from entering the company premises and thereafter petitioner along with other employees immediately rushed to the office of labour inspector Solan and complained the matter before the Labour Inspector, who visited the office of respondent no. 1 with petitioner and other workers. When the labour inspector asked the officials of respondent no. 1 about illegal termination of said employees, respondent no. 1 assured the petitioner and other employees about their rejoining in the respondent no. 1, but on the next day when petitioner along with other employees visited the premises of respondent no. 1, the management of respondent no. 1 resiled from its words and again forced them to give their resignation. Even after 15.12.2019, respondent no. 1 is running its business and more than 65 employees are working with the respondent no. 1. On 12.10.2020 the petitioner served the respondent no. 1 with the notice under the Industrial Dispute Act (hereinafter to be referred as the Act) and copy thereof was forwarded to the Labour Officer, Solan. On the basis of said notice conciliation proceeding were initiated but no conciliation could take place in between the parties due to malafied intentions of respondent no. 1. Respondent no. 1 has miserably failed to comply with the mandatory provisions of Section 25-F of the Act. Respondent no. 1 after retrenching the petitioner from services had cleverly sent a termination notice of back date in order

to fill up lacunas in the case. Apart from this, the aforesaid termination notice and other false documents have been produced to deprive the petitioner from the benefits under the Act. Petitioner has continuously worked under respondent no. 1 for 240 days from his joining i.e. 02.05.2018. The termination of the petitioner is without any inquiry or charge, which is against the mandatory provisions of the Act. It is averred that respondent no. 1 had sent self-created receipt/ agreement of Rs. 4,114/- on dated 07.01.2020 by post in the name of petitioner which was neither acceptable nor agreed by the petitioner and the said receipt/ agreement has not been signed by the petitioner. Respondent no. 1 has also failed to pay bonus and is in arrear of nonpayment of bonus to the petitioner. The petitioner has also not paid salary for the month of December, 2019 and his final dues. Through this petition, petitioner has prayed that the termination of the services of the petitioner by the respondents be declared illegal and he be re-engaged on the same post along with all the consequential benefits. The application is duly supported with an affidavit of Sh. Dinesh Kumar, applicant.

3. Notice of this claim petition was sent to the respondent, however initially the respondent appeared in the Court through counsel but thereafter when the case was taken on 01.09.2023, none has appeared on behalf of the respondent and respondent was proceeded against ex-parte.

4. Coming to evidence led by the petitioner. Petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim petition. He also tendered in evidence salary slip Ex. PW-1/B and bank passbook mark-A. The statement made by the petitioner before the Court goes unrebutted as the respondent has not chosen to contest the case.

5. This is the entire evidence led by the petitioner.

6. So far as, the statement of the petitioner is concerned, it stands established that petitioner was working as a machine operator/ round bending operator on the basis salary of Rs. 6,700/- and thereafter salary was increased upto 7,500/- with allowance. No notice or due compensations has been paid to the petitioner, nor the respondent has come forward to counter the claim before this Court which shows that the respondent has nothing to say in the matter. Documents on record establish that the conciliation though was tried but the same did not succeed into fruitful settlement.

7. The petitioner has claimed that he worked continuously with the respondent but the respondent has terminated the services of the petitioner illegally. No action has been initiated against the petitioner by way of any disciplinary action. Before, terminating the services of the petitioner, it was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:—

> "*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :*
>
> *(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".

8. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in "continuous service" for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner illegally as such the termination of the petitioner from service *w.e.f.* 16.12.2019 is neither legal nor justified.

9. Now, the last question which has been raised by the petitioner through this claim petition is that he is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in his statement of claim has not uttered even a single word that he is not gainfully employed. It is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhankant Shukla (2010) 2 SCC 70**.

10. The case in hand that the petitioner has failed to show that he was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon'ble Apex Court held that the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon'ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:—

"Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer."

11. Coming to the case in hand, since the petitioner has failed discharged the initial burden put on him to show that he is not gainfully employed anywhere after his illegal termination as such he is not entitled to any back-wages. However, the petitioner has stated that he was not paid salary for the month of December, 2019 which evidence goes unrebutted, as such the petitioner is entitled for salary in the month of December, 2019.

12. In view of my aforesaid discussion, the claim filed by the petitioner is hereby partly allowed. The respondent company is directed to re-engage the petitioner in service froth with from 16.12.2019 with seniority and continuity but without any back-wages. However, respondent is directed to pay the salary of the petitioner for the month of December, 2019 failing which the same shall carry interest @ 9% per annum. The reference is answered in the aforesaid terms.

13. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 18th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference No : 11 of 2022

Instituted on : 01-01-2022

Decided on : 18-10-2025

Dinesh Sharma s/o Sh. Sita Ram, Village Shilal, P.O. & Tehsil Kupvi, District Shimla, H.P.
..Petitioner.

VERSUS

The Occupier/ Factory Manager M/s Solheat, SRG Plaza near Goyal Motors, Barog, Solan Road, Deonghat, District Solan, H.P. *..Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. Rajinder Kumar, Legal AID Csl.

For the respondent : *Ex-parte*

AWARD

The following reference was received for adjudication from the appropriate Government:

"**Whether the termination of services of Sh. Dinesh Sharma s/o Sh. Sita Ram, Village Shilal, P.O. & Tehsil Kupvi, District Shimla, H.P. *w.e.f.* 16.12.2019 by the Employer/ Management i.e. The Occupier/ Factory Manager M/s Solheat, SRG Plaza near Goyal Motors, Barog, Solan Road, Deonghat, District Solan, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement of service, back wages, other consequential service benefits and compensation to the above aggrieved workman is entitled to from the above stated Employer/ Management?"**

2. The facts as emerges from the statement of claim are that the respondent no. 1 is working under the name and style M/S Solheat SRG Plaza Near Goyal Motor, Barog Solan Road, Deonghat, Tehsil & District Solan, H.P. and the respondent no. 2 is the head office of the respondent no. 1 having its registered office at Solheat 5, Community Center, Naraina Industrial Area Phase 1 New Delhi 28. Petitioner was employed by respondents as a machine operator/ Round bending operator on basic pay of Rs. 6,700/- which was later on increased up to Rs. 7,500/- plus incentives on production basis, allowances, bonus and EPF. Thus, the total salary of the petitioner was Rs. 16,000/- per month approximately. Prior to 22.05.2018 the petitioner had served with respondent no. 1 in the year 2017-2018 and had left the job on medical grounds in the year 2018. Petitioner had served continuously in the aforesaid post for more than 240 days with respondent no. 1 and on 15.12.2019 when the official of respondent no. 1 directed the petitioner along with other employees to quit his services from the respondent no. 1 and forced him and other employees to give their resignation from the respondent no. 1. On 16.12.2019, the petitioner and other employees were stopped by the security guard of respondent no.1 from entering the company premises and thereafter petitioner along with other employees immediately rushed to the office of labour inspector Solan and complained the matter before the Labour Inspector, who visited the office of respondent no. 1 with petitioner and other workers. When the labour inspector asked the officials of respondent no. 1 about illegal termination of said employees, respondent no. 1 assured the petitioner and other employees about their rejoining in the respondent no. 1, but on the next day when petitioner along with other employees visited the premises of respondent no. 1, the management of respondent no. 1 resiled from its words and again forced them to give their resignation. Even after 15.12.2019, respondent no. 1 is running its business and more than 65 employees are working with the respondent no. 1. On 19.08.2020 the petitioner served the respondent no. 1 with the notice under the Industrial Dispute Act (hereinafter to be referred as the Act) and copy thereof was forwarded to the Labour Officer, Solan. On the basis of said notice conciliation proceeding were initiated but no conciliation could take place in between the parties due to malafied intentions of respondent no. 1. Respondent no. 1 has miserably failed to comply with the mandatory provisions of Section 25-F of the Act. Respondent no. 1 after retrenching the petitioner from services had cleverly sent a termination notice of back date in order to fill up lacunas in the case. Apart from this, the aforesaid termination notice and other false documents have been produced to deprive the petitioner from the benefits under the Act. Petitioner has continuously worked under respondent no. 1 for 240 days from his joining i.e. 22.05.2018. The

termination of the petitioner is without any inquiry or charge, which is against the mandatory provisions of the Act. It is averred that respondent no. 1 had sent self-created receipt/ agreement of Rs. 4,817/- on dated 07.01.2020 by post in the name of petitioner which was neither acceptable nor agreed by the petitioner and the said receipt/ agreement has not been signed by the petitioner. Respondent no. 1 has also failed to pay bonus and is in arrear of nonpayment of bonus to the petitioner. The petitioner has also not paid salary for the month of December, 2019 and his final dues. Through this petition, petitioner has prayed that the termination of the services of the petitioner by the respondents be declared illegal and he be re-engaged on the same post along with all the consequential benefits. The application is duly supported with an affidavit of Sh. Dinesh Sharma, applicant.

3. Notice of this claim petition was sent to the respondent, however initially the respondent appeared in the Court through counsel but thereafter when the case was taken on 01.09.2023, none has appeared on behalf of the respondent and respondent was proceeded against ex-parte.

4. Coming to evidence led by the petitioner. Petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim petition. He also tendered in evidence demand notice Ex. PW-1/B and report under Section 12(4) of the I.D. Act Ex. PW-1/C. The statement made by the petitioner before the Court goes unrebutted as the respondent has not chosen to contest the case.

5. Petitioner also examined Sh. Anil Kumar, as PW-2. He stated that he was working with the respondent company as a machine operator *w.e.f.* April, 2018 to March, 2022. Petitioner was also working in the said company as a machine operator *w.e.f.* May, 2018 to December, 2019. Petitioner had completed 240 days in the calendar year in proceedings 12 months from the date of his illegal termination. The services of the petitioner were terminated without issuing any notice or payment of compensation to the petitioner. He further stated that the juniors to the petitioner namely Sh. Arun, Suresh, Vishal and other 50-60 workmen were retained whereas services of the petitioner have been terminated illegally.

6. This is the entire evidence led by the petitioner.

7. So far as, the statement of the petitioner as well as witness examined by the petitioner are concerned, it stands established that petitioner was working as a machine operator/ round bending operator on the basis salary of Rs. 6,700/- and thereafter salary was increased up to 7,500/- with allowance. The case of the petitioner is that though he had left the job on medical grounds in the year 2018 but he rejoined the respondent company in the year 2019, but his services were illegally terminated on 15.12.2019. It has also come in the statements of the petitioner as well as PW-2 that prior to termination of the petitioner he had completed 240 days in the preceding 12 months from the date of his illegal terminated. No notice or due compensations has been paid to the petitioner, nor the respondent has come forward to counter the claim before this Court which shows that the respondent has nothing to say in the matter. Demand notice Ex. PW-1/B establish on record that demand raised by the petitioner on 19.08.2020 and failure report Ex. PW-1/C establish on record that the conciliation though was tried but the same did not succeed into fruitful settlement.

8. The petitioner has claimed that he worked continuously with the respondent but the respondent has terminated the services of the petitioner illegally. No action has been initiated against the petitioner by way of any disciplinary action. Before, terminating the services of the petitioner, it was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:—

> "*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :*
>
> *(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
>
> *(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
>
> *(c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".*

9. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in "continuous service" for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner illegally as such the termination of the petitioner from service *w.e.f.* 16.12.2019 is neither legal nor justified.

10. The other point which arises for consideration in this case is that whether there is any violation of Section 25-G of the ibid Act which reads as under:—

> "***25-G. Procedure for retrenchment***.—*Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman".*

11. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of "last come first go". Coming to the evidence as available on record, petitioner as well as PW-2 have also stated that juniors of the petitioner namely Sh. Arun, Suresh, Vishal and other 50-60 workmen are still working with the respondent and the services of the petitioner were illegally terminated.

12. It is clearly establish on record that the provisions of Section 25-G of the Act were violated. The petitioner who had completed 240 days in last preceding twelve months has been

terminated from the services, whereas his juniors have been retained, as such the respondent has violated the principles of "last come first go".

13. Now, the last question which has been raised by the petitioner through this claim petition is that he is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in his statement of claim has not uttered even a single word that he is not gainfully employed. It is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether ad-hoc, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhankant Shukla (2010) 2 SCC 70**.

14. The case in hand that the petitioner has failed to show that he was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon'ble Apex Court held that the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon'ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:

> **"Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer."**

15. Coming to the case in hand, since the petitioner has failed discharged the initial burden put on him to show that he is not gainfully employed anywhere after his illegal termination as such he is not entitled to any back-wages. However, the petitioner has stated that he was not paid salary for the month of December, 2019 which evidence goes unrebutted, as such the petitioner is entitled for salary in the month of December, 2019.

16. In view of my aforesaid discussion, the claim filed by the petitioner is hereby partly allowed. The respondent company is directed to re-engage the petitioner in service froth with from 16.12.2019 with seniority and continuity but without any back-wages. However, respondent is directed to pay the salary of the petitioner for the month of December, 2019 failing which the same shall carry interest @ 9% per annum. The reference is answered in the aforesaid terms.

17. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 18th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
HP INDUSTRIAL TRIBUNAL-CUM-**LABOUR COURT, SHIMLA**

Reference Number : 31 of 2024

Instituted on : 03-05-2024

Decided on : 18-10-2025

Narender Singh S/o Sh. Sehej Ram, r/o Village Rumahan, P.O. Gumma, Tehsil Dhami, District Shimla, H.P.
..Petitioner.

VERSUS

1. The Executive Engineer, Jal Shakti Vibhag, Division Sunni, Tehsil Sunni, District Shimla, H.P.

2. The Sub-Divisional Officer, Sub-Division Gumma, Tehsil Sunni, District Shimla, H.P.

3. Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, sector-2, New Shimla, H.P.
..Respondents.

Reference under Section 10 of the Industrial Disputes Act, 1947.

For the Petitioner : Nemo

For the Respondents No. 1 & 2 : Sh. Devender Chandel, DDA

For the Respondent no. 3 : Sh. Vinnet Guleria, Adv

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Narender Singh, s/o Sh. Sehej Ram, r/o Village Rumahan, P.O. Gumma, Tehsil Dhami, District Shimla, H.P. by (i) The Executive Engineer,

Jal Shakti Vibhag, Division Sunni, Tehsil Sunni, District Shimla, H.P. (ii) The Sub-Divisional Officer, Sub Division Gumma, Tehsil Sunni, District Shimla, H.P. (iii) Sh. Bhupesh Janartha, Managing Director, M/S Shimla Cleanways Company, Sahibu Niwas, Sector 2, New Shimla, H.P. w.e.f. 06.03.2023 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workwoman is entitled to from the above managements?"

2. The case was listed for filing statement of claim for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—
"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these

circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 06.03.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 18th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE

HP INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**

Reference Number : 85 of 2024

Instituted on : 20-09-2024

Decided on : 18-10-2025

Sanjay Kumar, s/o Sh. Sham Lal, r/o VPO Ghaneti Bhurian, Tehsil Fatehpur, District Kangra, H.P. ..*Petitioner.*

VERSUS

The Factory Manager, M/S D.K. Tissue & Paper Private Limited, Khasra No. 265, Bir Plasi, Nalagarh, District Solan, H.P. ..*Respondents*.

Reference under Section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Sh. Prateek Kumar, Adv

AWARD

The reference given below has been received from the appropriate Government for adjudication:—

"Whether termination of the services of Sh. Sanjay Kumar, s/o Sh. Sham Lal, r/o VPO Ghaneti Bhurian, Tehsil Fatehpur, District Kangra, H.P. by the Factory Manager, M/S D.K Tissue & Paper Private Limited, Khasra No. 265, Bir Plasi, Nalagarh, District Solan, H.P. w.e.f. 08.08.2023 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what relief including reinstatement, seniority, amount of back wages, past service benefits, and compensation the above aggrieved workman is entitled to from the above management?"

2. The case was listed for filing statement of claim for today but, however, neither the petitioner nor his counsel had put in appearance before this Tribunal, despite the case being called several times since morning. Hence, despite due notice of the date of hearing, the workman/petitioner had remained *ex parte.*

3. It will be apt at this stage to take note of the relevant provisions of the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act' for brevity sake). Section 2 (b) of the Act defines the Award as under:—

"(b) "award" means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;".

4. Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit. The Central Government has framed rules called "The Industrial Disputes (Central) Rules, 1957." Rule 10-B (9) reads thus:—

"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."

5. Rule 22 reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

6. The State of Himachal Pradesh has also framed rules called "The Industrial Disputes Rules, 1974." Rule 25 thereof reads thus:—

"Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."

7. Rule 22 of the Industrial Disputes (Central) Rules, 1957 and Rule 25 of the Industrial Disputes Rules, 1974 authorize the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Tribunal to presume that all the parties are present before it although, infact, it is not true, and thus make an *ex parte* award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Tribunal, thus, has to imagine that the workman is present, he is unwilling to file the statement of claim, adduce evidence or argue his case.

8. In the instant case, neither the workman nor his counsel has put in appearance before this Tribunal today. In these circumstances, the Tribunal can proceed and pass *ex parte* award on its merits.

9. As per the reference, it was required of the petitioner to plead and prove on record that the termination of his services *w.e.f.* 08.08.2023 was without complying with the provisions of the Act and, thus, illegal and unjustified. However, there is neither any pleading nor any evidence to this effect on record on the part of the petitioner/workman. At the risk of repetition it is reiterated that the petitioner/workman had not put in appearance before this Tribunal. In this view of the matter, the petitioner is not entitled to any relief. Accordingly, this reference is answered in the negative. Parties to bear their own costs.

10. The reference is answered in the aforesaid terms.

11. A copy of this Award be sent to the appropriate Government for necessary action at its end and the file after due completion be consigned to the Record Room.

Announced in the open Court today this 18th day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, H.P.

IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM**-LABOUR COURT, SHIMLA**.
CAMP COURT AT NALAGARH

Application No : 51 of 2018

Instituted on : 27-04-2018

Decided on : 29-10-2025

Lal Ji, S/o Sh. Ram Lakhan, r/o Village & P.O. Bhud, Tehsil Baddi, District Solan, H.P. ..*Petitioner*.

VERSUS

M/s Bhojia Dental College & Hospital Bhud, Tehsil Baddi, District Solan, H.P. ..*Respondent*.

Claim petition under Section 2-A of the Industrial Disputes Act, 1947.

For the petitioner : Shri A.K. Sharma, AR.

For the respondent : Shri Rajeev Sharma, Advocate

AWARD

The present claim petition has been filed by the petitioner directly before this Court under the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act).

2. The case as set up by the petitioner in the statement of claim is that the petitioner was employed with the respondent as Mali *w.e.f.* 01.04.2002 and was drawing wages of 8538/- per month. The petitioner was re-employed *w.e.f.* 04.07.2016 after the orders passed by this Court and last pay as drawn by the petitioner was ₹ 13088. The petitioner continuously worked with the respondent and had completed 240 days before his illegal termination after his rejoining in service. The services of the petitioner were illegally terminated again on 23.01.2018 without complying with the provisions of Section 25-F of the Act and without paying any compensation. Petitioner served demand notice dated 23.01.2018 to the respondent for his re-engagement and copy was also sent to the Conciliation Officer, Baddi on 24.01.2018 but no settlement could be arrived during the conciliation proceedings due to adamant attitude of the respondent. The petitioner has prayed that he is entitled to be reinstated retrospectively with all the consequential benefits of back-wages as the termination is illegal and malafide. It is also claimed that the petitioner is un-employed after the termination of employment.

3. Notice of this petition was sent to the respondent, in pursuance thereof, the respondent filed reply whereby preliminary objections was raised that the petition suffers from wrongly impleading Bhojia Dental College & Hospital, Bhud as the respondent because the petitioner was not employed under the said management . On merits, it was disputed that the workman was an employee of the respondent institution and his services were terminated by the respondent. It was averred that the petitioner has wrongly impleaded the respondent management as such the claim is liable to be rejected.

4. By filing rejoinder, the petitioner has reiterated that he was employee of respondent. The petitioner also reiterated the averments as made in the petition by denying those in the reply.

5. On the pleadings, this Court formulated the following issues on 24.10.2019:—

1. Whether the termination of the petitioner *w.e.f.* 23.01.2018 is violative of provisions of Section 25-F of the Industrial Disputes Act, as alleged, if so to what relief the petitioner is entitled to? ..*OPP.*

2. Whether the statement of claim is not maintainable as necessary parties have not been impleaded and the Bhojia Dental College & Hospital has been wrongly impleaded, as alleged? If so, its effect thereto? ..*OPR*.

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. Besides having heard the Authorized Representative for the petitioner, I have also heard the learned Counsel for the respondent and have perused the entire case record carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No.1 : Yes

Issue No.2 : No

Relief : Claim petition partly allowed as per operative part of the Award.

REASONS FOR FINDINGS

ISSUE NO 1.

9. To prove the averments as raised in the claim petition, the petitioner stepped into the witness box as PW-1 and tendered in evidence his affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the claim petition. He also tendered in evidence copy of order dated 27.06.2016 Ex. PW-1/B, Joining report Ex. PW-1/C, show cause notice Ex. PW-1/D, reply to show cause notice Ex. PW-1/E.

10. During cross-examination he admitted that he had written application Ex. R/A and had written his date of birth as 20.9.1981 in the said application. He further admitted that he was appointed as Gardner by the respondent vide appointment letter Ex. R/B and joined his duties vide joining letter Ex. R/C. He admitted that he submitted the nomination form Ex. R/D to the respondent management. He denied that his post was declared as surplus in the year 2014 by the respondent. He admitted that seniority list Ex. R/E was prepared by the respondent management and further admitted that he was relieved from his duties on 31.07.2014 vide letter Ex. R/F. He admitted that he had filed complaint before this Court which was settled vide order Ex. P/G. He admitted that as per his 8th certificate, his date of birth was recorded as 05.07.1987. He further admitted that show cause notice Ex. R/H was issued to him which was replied by him vide Ex. R/J. He also admitted that show cause notice Ex. R/K was issued to him. He denied that enquiry was conducted in which he had also participated. He further denied that relieving order Mark R3 was given to him. He admitted that at the time of applying for Aadhar Card he had mentioned his date of birth as 05.07.1985. He denied that he had furnished false information regarding his date of birth.

11. This is the entire evidence led by the petitioner.

12. In rebuttal, the respondent examined Shri Vikram Bhojia, as RW-1, who also tendered in evidence his affidavit Ex. RW-1/A, wherein he deposed that he is the Secretary of Bhojia Charitable Trust and the Trust is running a dental college under the name and style Bhojia Dental College. He further deposed that the petitioner applied for the post of Gardner (Mali) vide application dated 12.01.2002 wherein the petitioner had mentioned his date of birth as 20.09.1981 upon which the petitioner was appointed as Gardner *w.e.f.* 01.04.2002 and in EPF and others papers, he got recorded his date of birth as mentioned in the application by the petitioner. He also deposed that there was dispute between the parties and the petitioner was again taken back in the college on fresh appointment as Mazdoor on 04.07.2016. On his re-engagement, the petitioner supplied his date of birth certificate from Janpath Partapgarh showing his date of birth as 05.07.1985 as such he ordered disciplinary proceedings against the applicant and on the findings, issued penalty order dated 20.01.2018 against the petitioner. He also tendered in evidence copy of aadhar card Ex. RW-1/B, letter dated 06.02.2018 Ex. RW-1/C, letter dated 22.01.2018 Ex. RW-1/D, penalty letter Ex. RW-1/E, school certificate Ex. RW-1/F, appointment letter Ex. RW-1/G, office order dated 27.10.2016 Ex. RW-1/H, letter dated 3.5.2014 Ex. RW-1/J, letter dated 2.4.2014 Ex. RW-1/K, letter dated 1.4.2014 Ex. RW-1/L and notice dated 1.2.2014 Ex. RW-1/M.

13. During cross-examination, he admitted that the Bhojia Dental College was affiliated with the H.P University and now it is affiliated with the Atal Medical University, Mandi, H.P. He denied that respondent college is governed by UGC affiliation of colleges by University regulation, 2009. He deposed that there were charges against the petitioner that he had submitted wrong date of birth with the respondent and respondent came to know about the wrong date of birth when the petitioner rejoined and submitted matriculation certificate and had disclosed that he got his date of birth corrected. He denied that the petitioner rejoined after Court order. He admitted that the petitioner had completed 240 days in a calendar year. He deposed that show cause notice Ex. R/N was issued to the petitioner on his re-joining. He admitted that after issuing show cause notice, no enquiry was conducted against the petitioner for submission of wrong date of birth. Volunteered that as per direction issued by the Hon'ble high Court in CWP No. 9560/2017 no enquiry was required to be conducted by the respondent. He denied that the petitioner was terminated illegally from service.

14. This is the entire evidence led by the respondent.

15. So far as the case of the petitioner is concerned, it is admitted fact that initially, the petitioner was engaged by the respondent as Mali *w.e.f.* 01.04.2002 and thereafter a dispute arose between the parties, however, the same was reconciled vide order dated 27.06.2016 and as per the orders of this Court dated 27.06.2016, the respondent had agreed to reinstate the petitioner in service as mazdoor along-with seniority and continuity. In pursuance to the orders passed by this Court, the petitioner joined his duties vide letter Ex. PW-1/C. It is also an admitted fact that the petitioner thereafter was asked to produce his birth proof and he produced his matriculation certificate and Aadhar Card whereby his date of birth was mentioned as 05.01.1985. It is the case of the respondent that while engaging the petitioner as Mali initially, he got recorded his date of birth as of 20.09.1981 as such the petitioner had concealed material facts. It is admitted fact that show

cause notice was issued to the petitioner and his reply was called. The petitioner in his reply had submitted that the management has wrongly recorded his date of birth and he had made a request to the respondent management to correct his date of birth. Though, the respondent management has claimed that enquiry was conducted in the matter, however, the witness of the respondent (RW-1) has admitted that no enquiry was conducted for submission of wrong date of birth by the petitioner. It is also admitted that vide Ex. RW-1/E penalty order was also passed and the services of the petitioner were dispensed with for gross misconduct, dishonesty, cheating with ulterior motives and malafide intentions to gain undue financial gains from the institution apart from gaining other undue financial benefits through public exchequer. The management also reserved its right to initiate criminal proceedings against the petitioner. So far as penalty order Ex. RW-1/E is concerned, since the petitioner had taken stand in reply filed to show cause notice issued by the respondent that the notice is issued as a part of deep-rooted conspiracy against him to remove him from the job. Petitioner had also taken the stand that his date of birth had been wrongly mentioned by the management and he had made repeated requests for correction of his date of birth which was not corrected by the management. Despite the fact that petitioner had taken stand that the management had not corrected his date of birth and the reply having been filed by the petitioner to show cause notice, no enquiry has been conducted in the matter.

16. Learned Counsel for the respondent has placed reliance on judgment of Hon'ble Supreme Court in case titled as **Krishna Hare Gaur Vs. Vinod Kumar Tyagi & Ors., Civil Appeal no. 1755 of 2015.** However, the facts of this authority are quite different from the facts in hand. In the case law, the appointment of employee was in contravention to the Rules and was not valid under law. The employee had obtained appointment by using forged experience certificate along-with his application. However, coming to the case in hand, while filing reply to the claim the respondent firstly had denied any relationship of employer and employee between the parties. Respondent had taken stand in the reply that respondent has been wrongly arrayed as a party and petitioner is not their employee, but while leading evidence respondent drastically changed its stand and took the plea that the petitioner had wrongly furnished his date of birth when he was initially engaged as a mali. Respondent has produced letter Ex. R/B dated 30.03.2002, wherein it is mentioned that his date of birth is 20.09.1981 as per record given by him. However, there is nothing in appointment letter Ex. R/B that the date of birth or the age of the petitioner was one of the criteria for his appointment as a Mali. The petitioner while filing reply to show cause notice vide Ex. RJ had taken the plea that his date of birth had been wrongly recorded and he had made repeated requests for correction of the same. The respondent did not conduct any inquiry in the matter and come to the conclusion that he had procure the job only by giving the wrong information about his date of birth and thereafter dismissed the service of the petitioner. It is evident from order dated 27.06.2016 Ex. PW-1/B the matter was amicably settled before this Court whereby respondent had stated that they were willing to reinstate the petitioner in service as Mazdoor along with seniority and continuity in the campus of Bhojia Cheritable trust at Village Bhud, Tehsil Baddi, District Solan, H.P. Whereas vide appointment letter Ex. RW-1/G, the petitioner was given fresh appointment as Mazdoor in the institute, and there is no mentioned in Ex. RW-1/G that his seniority and continuity would be maintained from his initial appointment. It is the case of the respondent that at the time of giving fresh appointment to the petitioner as Mazdoor he was asked to produced documentary proof regarding his date of birth and he had furnished birth certificate wherein his date of birth is shown as 05.09.1985. The respondent has taken the plea that

the petitioner has committed fraud with the respondent as such his services were dismissed vide Ex. RW-1/E, without conducted any inquiry in the matter. The learned counsel for the respondent has also placed reliance on judgment of Hon'ble High Court of Punjab & Haryana case titled as Harish Kumat Vs. State of Punjab & Ors., CWP No. 9560 of 2017 (O&M) decided on 07.07.2017 and on the strength of this judgment, Ld. Counsel for the respondent had argued that as per this judgment, no enquiry was required to be conducted by the respondent. So far as this judgment is concerned the facts of this judgment are quite different from the facts of the case in hand. In that case, the petitioner had applied for the post of Senior Lab Attendant against visual handicapped category on contract basis and as per medical certificate he, however, was found to be belonging ortho handicapped category. Show cause notice was issued to the petitioner stating therein that as per selection list, he was appointed in visually handicapped category, whereas as per medical certificate his category is ortho handicapped and last candidate selected in that category was having merit of 66.0667%, whereas the petitioner was having merit of 56.12%. Had the petitioner applied against the ortho-handicapped category, he would not have been selected. He was also given opportunity of personal hearing. In reply the petitioner submitted that the documents were with his father, and the same were misplaced, however, the petitioner had not produced on record any certificate showing that he was visually handicapped and he could not produce any document in support of his category. In that case, it was held that the petitioner had concealed and misrepresented before authorities and the category was changed with ulterior motive. He played fraud with the respondent authorities and accordingly after giving adequate opportunities, the services of the petitioner were terminated.

17. Coming to the case in hand, admittedly, initially the petitioner has submitted his date of birth to be 20.05.1981, but at the time of his initial appointment, it appears from the record that no document was asked from the petitioner by the respondent regarding his date of birth. It is also not the case of the respondent that if the petitioner was born in the year 1985, he would not have been eligible for the post of Mali (Mazdoor).

18. As per the orders of this Court, the petitioner had rejoined his services with seniority and continuity, however, it is evident that the respondent had issued a fresh appointment letter to the petitioner and his joining was taken by the respondent as afresh and not in continuation of his previous service. Even, if for the sake of arguments it is considered that the date of birth of the petitioner was wrongly got recorded by he petitioner then also the respondent was required to conduct enquiry in the matter and to give opportunity of being heard to the petitioner so that the petitioner could lead his evidence, but without following any procedure and without conducting any enquiry, the respondent has proceeded to dismiss the petitioner from service which act of the respondent cannot be held to be legal.

19. Admittedly, the petitioner has completed 240 days prior to his dismissal order as such the services of the petitioner could not have been terminated in the manner it have been terminated by the respondent. It was within the authority of the respondent to have conducted an enquiry against the petitioner for furnishing wrong date of birth, but it was not open for the respondent to terminate the services of the petitioner without granting any opportunity of being heard to him and without conducting any proper and valid enquiry. In view of the discussions, made hereinabove, the dismissal of the petitioner is not sustainable in the eyes of law and the same is set aside. The

petitioner is held entitled to be reinstated in service from the date of his illegal dismissal with seniority and continuity.

20. Now, the question which arises for consideration, before this Court is as to whether the petitioner is entitled to full back wages as contended by the AR for the petitioner. In case titled as **Kanpur Electricity Supply Company Limited Vs. Shamim Mirza, (2009) 1 SCC 20,** the Hon'ble Apex Court has held that once the order of termination of services of an employee is set-aside, ordinarily, the relief of reinstatement is available to him. However, the entitlement of an employee to get reinstated does not necessarily result in payment of full or partial back-wages, which is independent of reinstatement. It has further been held by the **Hon'ble Apex Court in case titled as M/s Ritu Marbals Vs. Prabhakant Shukla 2010 (1) SLJ S.C 70,** that full back wages cannot be granted mechanically, upon an order of termination be declared illegal. It is further held that reinstatement must not be accompanied by payment of full back wages even for the period when the workman remained out of service and contributed little or nothing to the Industry.

21. Moreover, the petitioner was under an obligation to prove by leading cogent evidence that he was not gainfully employed after his dismissal from service. The initial burden is on the workman/employee to show that he was not gainfully employed as held by the **Hon'ble Apex Court in case titled as Kendriya Vidyalaya Sangathan and another Vs. S.C Sharma, (2005) 2 Supreme Court Cases, 363** that:—

> **16. "When, the question of determining the entitlement of a person to back-wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on him. After and if he places materials in that regard, the employer can bring on record materials to rebut the claim"**

22. In the instant case, the petitioner only in his claim petition has claimed back-wages, but in his evidence by way of affidavit he has not uttered even a single word that he is not gainfully. Since, the petitioner has failed to show that he was not gainfully employed after his termination, he is not entitled to any back-wages. Accordingly, issue no.1 is partly answered in affirmative.

ISSUE NO. 2

23. In support of this issue no specific evidence has been led by the respondent which could go to show that who are the necessary parties in this case. Moreover, keeping in view my findings on issue no.1 above, whereby the respondent has admitted the petitioner to be its worker as such this issue is answered in negative.

RELIEF

24. As a sequel to my findings on issues no.1 & 2, the claim filed by the petitioner succeeds and is hereby partly allowed. The respondent is directed to re-instate the petitioner forthwith on the same place and post *w.e.f.* 23.01.2018 with seniority and continuity, but without any back-wages.

25. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 29th Day of October, 2025.

Sd/-
(ANUJA SOOD)
Presiding Judge,
Labour Court-cum- Industrial Tribunal ,
Shimla, H.P.

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश

रीमा कुमारी पुत्री श्री ओम प्रकाश, गांव सरका, डाकघर पुखरी, जिला चम्बा (हि0प्र0) ..... वादिया।

बनाम

आम जनता एवं ग्राम पंचायत कन्दला, विकास खण्ड चम्बा ..... प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारे।

इस अदालत में उप–मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 6638/2025 दिनांक 20–12–2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी, चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2025/25645, दिनांक 19–11–2025, (2) शपथ पत्र आवेदिका, (3) शपथ–पत्र वाशिन्दगान देह, (4) जन्म रिपोर्ट, (5) अप्राप्यता प्रमाण–पत्र, (6) परिवार रजिस्टर नकल, (7) आधार कार्ड, जिसमें आवेदिका रीमा कुमारी पुत्री श्री ओम प्रकाश, गांव सरका, डाकघर पुखरी, ग्राम पंचायत पुखरी, उप तहसील पुखरी, जिला चम्बा (हि0प्र0) की जन्म तिथि किन्ही कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिका रीमा कुमारी पुत्री श्री ओम प्रकाश, गांव सरका, डाकघर पुखरी का नाम एवं जन्म तिथि दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 19–12–2025 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि रीमा कुमारी पुत्री श्री ओम प्रकाश, गांव सरका, डाकघर पुखरी, उप–तहसील पुखरी, जिला चम्बा की जन्म तिथि 10–08–1969 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस सम्बन्ध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदिका रीमा कुमारी पुत्री श्री ओम प्रकाश, गांव सरका, डाकघर पुखरी की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव पुखरी को पारित कर दिये जाएंगे।

आज दिनांक _____ को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर।

हस्ताक्षरित / –
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप–तहसील पुखरी, जिला चम्बा (हि0प्र0)।

ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप–तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश

तजवीत सिंह पुत्र श्री बुधिया राम, गांव सडाला, डाकघर कोटी, उप–तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश . . वादी।

बनाम

आम जनता एवं ग्राम पंचायत प्राहनवीं, विकास खण्ड चम्बा . . प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारे।

इस अदालत में उप–मण्डलाधिकारी (ना0) महोदय चम्बा के कार्यालय पृष्ठांकन संख्या 6639/2025 दिनांक 20–12–2025 के माध्यम से प्राप्त दस्तावेज क्रमशः (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2025/25636, दिनांक 19–12–2025, (2) शपथ पत्र आवेदक, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) आधार कार्ड, (6) परिवार रजिस्टर नकल जिसमें आवेदक तजवीत सिंह पुत्र श्री बुधिया राम, गांव सडाला, डाकघर कोटी, ग्राम पंचायत प्राहनवीं, उप तहसील पुखरी, जिला चम्बा, हिमाचल प्रदेश के बेटे रिशीकेश ठाकुर पुत्र श्री तजवीत सिंह की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदक के बेटे रिशीकेश ठाकुर पुत्र श्री तजवीत सिंह, गांव सडाला, डाकघर कोटी का नाम एवं जन्म तिथि दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 19–12–2025 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि रिशीकेश ठाकुर पुत्र श्री तजवीत सिंह, गांव सडाला, डाकघर कोटी उप तहसील पुखरी, जिला चम्बा की जन्म तिथि 11–10–2008 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत के सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को इस सम्बन्ध में कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के जारी होने के एक माह के भीतर अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में आवेदक के बेटे रिशीकेश ठाकुर पुत्र श्री तजवीत सिंह, गांव सडाला, डाकघर कोटी की जन्म तिथि सम्बन्धित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव प्राहनवीं को पारित कर दिये जाएंगे।

आज दिनांक 22–12–2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप–तहसील पुखरी, जिला चम्बा (हि0प्र0)।

————————

ब अदालत नायब तहसीलदार व कार्यकारी दण्डाधिकारी, उप–तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश

मिसल नं0 : 71 ना0 तह0 / वाचक / उप तह0 / तेलका / 2025–1025–26 दिनांक : 19–12–2025

गुजरी पुत्री सोभिया, गांव नवेही, डाकघर अन्दराल, उप–तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश . . वादिया।

बनाम

आम जनता एवं ग्राम पंचायत सेरी, विकास खण्ड सलूणी .. प्रतिवादी।

विषय.––जन्म तिथि प्रविष्ट करने बारा।

इस अदालत में प्राप्त दस्तावेज क्रमश : (1) जिला पंजीकरण (जन्म एवं मृत्यु) मुख्य चिकित्सा अधिकारी चम्बा के कार्यालय पत्र संख्या HFW-B&D/CMO-CBA/2025/20192, Dated 19–12–2025, (2) शपथ पत्र, (3) जन्म रिपोर्ट, (4) अप्राप्यता प्रमाण–पत्र, (5) परिवार नकल, (6) वोटर कार्ड जिसमें आवेदिका गुजरी पुत्री सोभिया, गांव नवेही, डाकघर अन्दराल, उप–तहसील तेलका, जिला चम्बा, हिमाचल प्रदेश की जन्म तिथि किन्हीं कारणों से पंचायत अभिलेख में दर्ज करने से रह गई है। परिणामस्वरूप पंचायत जन्म पंजीकरण रजिस्टर में आवेदिक गुजरी का नाम एवं जन्म दर्ज न हुआ है जो नियमानुसार अनिवार्य है। इस विषय की पुष्टि शपथ–पत्र व जारी जन्म रिपोर्ट जो जिला पंजीकरण जन्म एवं मृत्यु अधिकारी चम्बा ने अपने प्रमाण–पत्र जो दिनांक 19–09–2025 को जारी हुआ है उसमें की है।

अतः सर्वसाधारण को इस नोटिस के माध्यम से सूचित किया जाता है कि गुजरी पुत्री सोभिया, गांव नवेही, डाकघर अन्दराल, उप–तहसील तेलका, जिला चम्बा की जन्म तिथि 25–03–1965 जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के प्रावधानों के अन्तर्गत पंचायत से सम्बन्धित अभिलेख अथवा जिला पंजीकरण (जन्म एवं मृत्यु) द्वारा अभिलेख में दर्ज करने के आदेश पारित किये जाने हैं। अगर किसी को किसी भी प्रकार की कोई आपत्ति हो तो वह इस अदालत में नोटिस (इश्तहार) के एक माह के भीतर सुबह 10:00 से सायं 5:00 बजे तक अपनी आपत्ति दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में गुजरी पुत्री सोभिया ,गांव नवेही, डाकघर अन्दराल की जन्म तिथि सम्बंधित अभिलेख में दर्ज करने के आदेश ग्राम पंचायत सचिव सेरी को पारित कर दिए जायेंगे।

आज दिनांक 19–12–2025 को मेरे हस्ताक्षर व मोहर अदालत सहित जारी हुआ।

मोहर। हस्ताक्षरित / –
सहायक समाहर्ता द्वितीय श्रेणी,
उप–तहसील तेलका, जिला चम्बा (हि0प्र0)।

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ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी थुरल, जिला कांगड़ा (हि0 प्र0)

मुकद्दमा नं0 : 13 / 2025 तारीख पेशी : 22–01–2026

किस्म प्रकरण : जन्म पंजीकरण

श्रीमती नीलम कुमारी पुत्री धर्म सिंह, निवासी गांव घठयाल लाहड, डाकघर कौना, तहसील थुरल, ग्राम पंचायत धमण लाहड, जिला कांगड़ा (हि0प्र0) .. प्रार्थिया।

बनाम

आम जनता .. प्रतिवादी।

विषय.––जन्म व मृत्यु पंजीकरण अधिनियम, 1969 की धारा 13(3) के तहत जन्म पंजीकरण हेतु प्रार्थना–पत्र।

इश्तहार अखबारी व मुश्त्री मुनादी।

श्रीमती नीलम कुमारी पुत्री धर्म सिंह, निवासी गांव घठयाल लाहड, डाकघर कौना, तहसील थुरल, ग्राम पंचायत धमण लहड, जिला कांगड़ा (हि0प्र0) ने इस अदालत में असालतन हाजिर होकर प्रार्थना–पत्र मय ब्यान हल्फी पेश करते हुए आवेदन किया है कि उसका जन्म दिनांक 12–08–1974 को गांव घठयाल लाहड, डाकघर कौना, तहसील थुरल, ग्राम पंचायत धमण लाहड, जिला कांगड़ा में हुआ है। परन्तु अज्ञानतावश उसके जन्म का पंजीकरण स्थानीय ग्राम पंचायत अभिलेख में न करवाया गया है। अतः प्रार्थिया इस न्यायालय के माध्यम से अपने जन्म का पंजीकरण करने का आदेश ग्राम पंचायत थुरल को जारी करवाना चाहती है।

अतः प्रार्थिया का आवेदन स्वीकार करते हुए इस इश्तहार मुश्त्री मुनादी द्वारा आम जनता को सूचित किया जाता है कि यदि किसी व्यक्ति या संस्था को उपरोक्त की जन्म तिथि 12–08–1974 के पंजीकरण बारे कोई उजर / एतराज हो तो वह असालतन या वकालतन तारीख पेशी 22–01–2026 को हाजिर अदालत हो अपना उजर एवं एतराज पेश कर सकता है। बाद तारीख पेशी किसी किस्म का उजर एवं एतराज नहीं सुना जावेगा व उपरोक्त श्रीमती नीलम कुमारी पुत्री धर्म सिंह की जन्म तिथि को पंजीकृत करने का आदेश उप–स्थानीय पंजीकार, जन्म व मृत्यु, ग्राम पंचायत धमण लाहड को पारित कर दिया जाएगा।

यह इश्तहार मेरे हस्ताक्षर व मोहर अदालत से आज दिनांक 22–12–2025 को जारी हुआ।

मोहर।

हस्ताक्षरित / –
कार्यकारी दण्डाधिकारी,
थुरल, जिला कांगड़ा (हि0प्र0)।

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In the Court of Sub-Divisional Magistrate, Karsog, District Mandi (H.P.)

In the matter of :—

Sh. Vikant Thakur s/o Sh. Dola Ram, r/o Village Shanog, P.O. Gwalpur, Tehsil Karsog, District Mandi (H.P.) .. Applicant.

Versus

General Public ..Respondent.

Proclamation Regarding Correction of Name.

Whereas, the above named applicant has submitted an application for the correction of his name in the Birth and Death Register of Gram Panchayat Gwalpur, Development Block Karsog, District Mandi, H.P. from "Khamesh" to "Vikant Thakur", on the basis of his School Certificate, Pariwar Register Nakal, Aadhar Card and other supporting documents.

And, whereas, the applicant has further stated that "Khamesh" and "Vikant Thakur" are names of the same individual, and that he intends to renounce the use of the name "Khamesh" and and retain "Vikant Thakur" as his correct and only name in all records maintained by Gram Panchayat Gwalpur, Tehsil Karsog, District Mandi, H.P.

Now, therefore through this public proclamation, objections are hereby invited from the general public. Any person having any objection to the proposed correction of name from "Khamesh" to "Vikant Thakur" in the Birth and Death register of Gram Panchayat, Gwalpur, may appear before the undersigned on or before 09-01-2026 either in person or through an authorized representative/pleader.

In the event of their failure to do so order shall be passed ex-parte without affording any further opportunity of being heard.

Issued today on 10th day of the December, 2025 under my hand and seal of the court.

Seal.

Sd/-
(GAURAV MAHAJAN, HAS),
Sub-Divisional Magistrate,
Karsog,District Mandi (H. P.).

In the Court of Sub-Divisional Magistrate, Rampur Bushahr, District Shimla (H. P.)

In the matter of :

Sh. Vipin Mittal s/o Sh. Madan Saroop, r/o House No. 36/2, Satyanarayan Mohalla, Rampur, P.O. & Tehsil Rampur, District Shimla, Himachal Pradesh . . *Applicant.*

Versus

General Public . . *Respondent.*

Application u/s 13(3) of Birth and Death Registration Act, 1969.

Whereas, the above named applicant have preferred an application before me alongwith relevant records and affidavits stating therein that his deceased mother namely Shakuntla Mittal w/o Late Sh. Madan Saroop, r/o House No. 36/2, Satyanarayan Mohalla, Rampur, P.O. & Tehsil Rampur, District Shimla, Himachal Pradesh has been died on 05-11-2025 at Rampur, but due to some un-avoidable circumstances, the date of death & entry of death could not be entered in the records of Muncipal Council Rampur, Tehsil Rampur, District Shimla (H.P.). Now, the applicant has requested to enter the name and the date of death of his deceased mother in birth and death register of Municipal Council Rampur, District Shimla (H.P.).

Now, therefore, obejections are invited from the general public that if, anyone has any objection regarding to enter the name and date of death mentioned above, they should appear before the undersigned on or before 19-01-2026 either personally or through their authorized agent/pleader.

In the event of their failure to do so order shall be passed ex-parte without affording any further opportunity of being heard.

Issued today on 20th day of the December, 2025 under my hand and seal of the court.

Seal. Sd/-
(HARSH AMRENDER SINGH, HAS),
Sub-Divisional Magistrate,
Rampur Bushahr, District Shimla (H.P.).

In the Court of Jas Pal (H.P.A.S.), Marriage Officer-cum-**Sub-Divisional Magistrate, Shillai, Sub-Division Shillai, District Sirmaur, Himachal Pradesh**

In the matter of :

1. Sh. Krittik s/o Sh. Amar Singh, r/o Village & P.O. Kharkahan, Tehsil Shillai, District Sirmaur, H.P.

2. Smt. Kajal d/o Sh. Rajendra Singh, r/o Village Tiparpur, P.O. Sabhawala, Ward No. 05, Shimla Bye Pass Road, Tehsil Vikas Nagar, District Dehradun, U.K., presently residing at Village & P.O. Kharkahan, Tehsil Shillai, District Sirmaur, H.P.

Versus

General Public

Notice under section 16 of Special Marriage Act, 1954.

Whereas, Sh. Krittik s/o Sh. Amar Singh, r/o Village & P.O. Kharkahan, Tehsil Shillai, District Sirmaur, H.P. and Smt. Kajal d/o Sh. Rajendra Singh, r/o Village Tiparpur, P.O. Sabhawala, Ward No. 05, Shimla Bye Pass Road, Tehsil Vikas Nagar, District Dehradun, U.K. have filed an application for registration of their marriage u/s 15 of the Special Marriage Act, 1954 which was solemnized on 10-01-2025 and they have been living as husband and wife ever since then.

Notices are hereby given to all concerned and General Public to this effect if anybody has got any objection regarding the registration of marriage duly solemnized between above said Sh. Krittik s/o Sh. Amar Singh and Smt. Kajal d/o Sh. Rajendra Singh, presently residing at Village & P.O. Kharkahan, Tehsil Shillai, District Sirmaur, H.P. they should file their written objections and should appear personally or through their authorized agents before me within a period of thirty days from the date of issue of this notice. After expiry of the said period it will be presumed that there is no objection to the registration of the above said marriage and registration of marriage will be done accordingly.

Issued under my hand and seal of this court on this 18th day of December, 2025.

Seal. Sd/-
(JAS PAL, H.P.A.S.),
Marriage Officer-cum-*Sub-Divisional Magistrate,*
Shillai, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-**Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
45/2025	16-12-2025	Pending for 16-01-2026

Smt. Sheela d/o Sh. Dhani Ram, r/o Village Bherewala, P.O. Sainwala, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of Birth and Death Registration Act, 1969.

Smt. Sheela d/o Sh. Dhani Ram, r/o Village Bherewala, P.O. Sainwala, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that she was born on 17-04-1974 at Village Bherewala, P.O. Sainwala, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of birth could not be registered in the records of Gram Panchayat Sainwala Mubarikpur, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence she prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Sainwala Mubarikpur, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Smt. Sheela d/o Sh. Dhani Ram & Smt. Prem Kaur, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal.

Sd/-
(INDER KUMAR),
*Executive Magistrate-*cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-**Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
44/2025	16-12-2025	Pending for 16-01-2026

Smt. Dato Devi d/o Sh. Dasundi, r/o Village Matak Majri, P.O. Majra, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Smt. Dato Devi d/o Sh. Dasundi, r/o Village Matak Majri, P.O. Majra, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that she was born on 01-01-1960 at Village Matak Majri, P.O. Majra, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of birth could not be registered in the records of Gram Panchayat Majra, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence she prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Majra, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Smt Dato Devi d/o Sh. Dasundi & Smt. Gora Devi, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal.

Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
43/2025	16-12-2025	Pending for 16-01-2026

Sh. Yakub Ali s/o Sh. Shamsher Ali, r/o Village Kiyarda, P.O. Misserwala, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Sh. Yakub Ali s/o Sh. Shamsher Ali, r/o Village Kiyarda, P.O. Misserwala, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that his daughter namely Khatiza was born on 28-03-2013 at Village Kiyarda, P.O. Misserwala, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of birth could not be registered in the records of Gram Panchayat Kiyarda, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Kiyarda, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Khatiza d/o Sh. Yakub Ali & Smt. Noor Bibi, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
42/2025	16-12-2025	Pending for 16-01-2026

Sh. Yakub Ali s/o Sh. Shamsher Ali, r/o Village Kiyarda, P.O. Misserwala, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Sh. Yakub Ali s/o Sh. Shamsher Ali, r/o Village Kiyarda, P.O. Misserwala, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that his son namely Yunus was born on 03-02-2015 at Village Kiyarda, P.O. Misserwala, Sub-Tehsil Majra, District Sirmaur (H.P.) but his date of birth could not be registered in the records of Gram Panchayat Kiyarda, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Kiyarda, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Yunus s/o Sh. Yakub Ali & Smt. Noor Bibi, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-**Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
41/2025	16-12-2025	Pending for 16-01-2026

Smt. Parminder Kaur d/o Sh. Jasmer Singh, r/o Village Kiyarda, P.O. Majra, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Smt. Parminder Kaur d/o Sh. Jasmer Singh, r/o Village Kiyarda, P.O. Majra, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that she was born on 12-11-1967 at Village Kiyarda, P.O. Majra, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of birth could not be registered in the records of Gram Panchayat Kiyarda, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence she prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Kiyarda, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Smt. Parminder Kaur d/o Sh. Jasmer Singh & Smt. Amarjeet Kaur, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal.

Sd/-
(INDER KUMAR),
*Executive Magistrate-*cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-**Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
40/2025	16-12-2025	Pending for 16-01-2026

Sh. Ram Lok s/o Sh. Prithvi Singh, r/o Village Parduni, P.O. Girinagar, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Sh. Ram Lok s/o Sh. Prithvi Singh, r/o Village Parduni, P.O. Girinagar, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that he was born on 02-12-1963 at Village Parduni, P.O. Girinagar, Sub-Tehsil Majra, District Sirmaur (H.P.) but his date of birth could not be registered in the records of Gram Panchayat Parduni, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Parduni, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Sh. Ram Lok s/o Sh. Prithvi Singh & Smt. Premo Devi, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
39/2025	24-11-2025	Pending for 16-01-2026

Sh. Subhash Chand s/o Sh. Roshan Lal, r/o V.P.O. Sainwala Mubarikpur, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Sh. Subhash Chand s/o Sh. Roshan Lal, r/o V.P.O. Sainwala Mubarikpur, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that death of his mother Salochana d/o Sh. Tulsi and w/o Sh. Roshan Lal died on 10-10-1982 at Village Tokion, P.O. Sainwala Mubarikpur, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of death could not be registered in the records of Gram Panchayat Sainwala Mubarikpur, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Sainwala Mubarikpur, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of death of Salochana d/o Sh. Tulsi & w/o Sh. Roshan Lal, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-Naib Tehsildar,
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
38/2025	24-11-2025	Pending for 16-01-2026

Sh. Akbar s/o Sh. Pharoj, r/o Village Gujjar Colony, Dhaulakuan, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Sh. Akbar s/o Sh. Pharoj, r/o Village Gujjar Colony, Dhaulakuan, P.O. Dhaulakuan, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that he was born on 07-09-2001 at Village Gujjar Colony, Dhaulakuan, P.O. Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) but his date of birth could not be registered in the records of Gram Panchayat Dhaulakuan, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Dhaulakuan, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Akbar s/o Sh. Pharoj & Smt. Mariya, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-**Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
37/2025	24-11-2025	Pending for 16-01-2026

Smt. Phool Mijra d/o Sh. Najira, r/o Village Jagatpur, P.O. Majra, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents.*

Application under section 13(3) of birth and death Registration Act, 1969.

Smt. Phool Mijra d/o Sh. Najira, r/o Village Jagatpur, P.O. Majra, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that she was born on 02-11-1970 at Village Jagatpur, P.O. Majra, Sub-Tehsil Majra, District Sirmaur (H.P.) but her date of birth could not be registered in the records of Gram Panchayat Melion, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence she prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Melion, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Smt. Phool Mijra d/o Sh. Najira & Smt. Shakuri, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal.

Sd/-
(INDER KUMAR),
*Executive Magistrate-*cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

Before Sh. Inder Kumar, Executive Magistrate-cum-**Naib Tehsildar,**
Majra, District Sirmaur, Himachal Pradesh

Case No.	Date of Institution	Date of Decision
35/2025	17-11-2025	Pending for 16-01-2026

Sh. Amarjit Singh @ Amarjit s/o Sh. Jagdish Chand, r/o Village Majri, P.O. Ghunglon, Sub-Tehsil Majra, Distt. Sirmaur, H.P. . .*Applicant.*

Versus

General Public . .*Respondents*.

Application under section 13(3) of birth and death Registration Act, 1969.

Sh. Amarjit Singh @ Amarjit s/o Sh. Jagdish Chand, r/o Village Majri, P.O. Ghunglon, Sub-Tehsil Majra, Distt. Sirmaur, H.P. has moved an application before the undersigned under section 13(3) of Birth and Death Registration Act, 1969 alongwith affidavits and other documents stating therein that he was born on 16-03-1973 at Village Majri, P.O. Ghunglon, Sub-Tehsil Majra, District Sirmaur (H.P.) but his date of birth could not be registered in the records of Gram Panchayat Rampur Bharapur, Sub-Tehsil Majra, District Sirmaur (H.P.) within stipulated period. Hence he prayed for passing necessary orders to the Secretary, Births & Deaths Registration, Gram Panchayat Rampur Bharapur, Sub-Tehsil Majra for entering the same in the births and deaths records.

Therefore, by this proclamation the general public is hereby informed that any person having any objections for the registration of delayed date of birth of Sh. Amarjit Singh @ Amarjit s/o Sh. Jagdish Chand & Smt. Kesara Devi, may submit their objections in writing in this court on or before 16-01-2026 at 10.00 A.M., failing which no objection will be entertained after expiry of date.

Given under my hand and seal of the court on this 16th day of December, 2025.

Seal. Sd/-
(INDER KUMAR),
Executive Magistrate-cum-*Naib Tehsildar,*
Majra, District Sirmaur (H.P.).

ब अदालत उप–मण्डल दण्डाधिकारी, अर्की, जिला सोलन, हिमाचल प्रदेश

श्री देवेन्द्र कालिया पुत्र श्री प्यारे लाल, निवासी वार्ड नम्बर–1, अर्की, तहसील अर्की, जिला सोलन, हिमाचल प्रदेश। .. प्रार्थी।

बनाम

आम जनता

विषय : प्रार्थना–पत्र बराये नाम बदलने बारे।

प्रार्थी श्री देवेन्द्र कालिया पुत्र श्री प्यारे लाल, निवासी वार्ड नम्बर–7, अर्की, तहसील अर्की, जिला सोलन (हि0प्र0) ने इस अदालत में नाम बदलने बारे प्रार्थना–पत्र दिया है, जिसमें उन्होने व्यक्त किया है कि वह अपना नाम देवेन्द्र कुमार पुत्र श्री प्यारे लाल की जगह नया नाम देवेन्द्र कालिया पुत्र श्री प्यारे लाल रखना चाहते हैं।

अतः आम जनता को इस नोटिस द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त प्रार्थी के नाम बदलने बारे कोई एतराज हो तो वह इस अदालत में आकर अपना एतराज / आपत्ति प्रस्तुत कर सकता है। कोई एतराज / आपत्ति प्रस्तुत न होने की सूरत में यह समझा जायेगा कि प्रार्थी के नाम बदलने बारे किसी को कोई एतराज / आपत्ति नहीं है।

आज दिनांक 19–12–2025 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर। हस्ताक्षरित / –
उप–मण्डल दण्डाधिकारी,
अर्की, जिला सोलन (हि0प्र0)।

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GENERAL ADMINISTRATION DEPARTMENT

NOTIFICATION

Shimla the 30th December, 2025

No. GAD-B(F)4-2/2025.—In continuation of this Department Notification of even number dated 23-08-2025, 8-10-2025 and 3-11-2025 the Governor, Himachal Pradesh is pleased to nominate the following members in the Himachal Pradesh Rajput Kalyan Board with immediate effect:—

Sl. No.	Name and Address
1.	Sh. Kuldeep Singh Thakur, Patron-in-Chief & Chairman Rajput Kalyan Trust, Kangra, Vill. & P.O. Chetru, Tehsil Dharamshala, District Kangra-176209 (Mob. No. 98823-64855).
2.	Er. K.S. Jamwal, State President, H. No. 251/3, Rasmain, P.O. Sunder Nagar-1, District Mandi HP-176057 (Mob. No. 98161-03312).
3.	Prof. (Dr.) Ashok Sarial Former VC, HPKV Palampur, Sr. Vice President, Vill. & P.O. Suan, Tehsil Jaisinghpur, District Kangra H.P.-176094 (Mob. No. 98963-13776).
4.	Sh. Vijay Chandel, General Secretary, H.No. 229-B, 1st Floor, Opp. ICICI Bank, Court Road, Main Market Bilaspur, District Bilaspur H.P.-174001 (Mob. No. 98166-88316).
5.	Er. D.S. Dhatwalia, Vice President, H.No. 504/1, Krishna Nagar, P.O. & District Hamirpur HP-174001 (Mob. No. 94180-31402).
6.	Adv. Surender Thakur, Vice-President, Opp. Rani Jhansi Park, Gunu Ghat, Nahan, H.P.-177001 (Mob. No. 94180-22958).
7.	Sh. Raja Thakur, Vice-President, V. & P.O. Jarol, Tehsil Sunder Nagar, District Mandi, H.P.-175018 (Mob. No. 98165-84007).
8.	Sh. Hem Singh Thakur, Addl. General Secy., V.P.O. Kalloud, Tehsil Sunder Nagar, District Mandi H.P.-175002 (Mob. No. 98177-77088).
9.	Maj. General D.V.S. Rana, Former Chairman, HPPSC Shimla, President Ex-Serviceman Wing, V.P.O. Bhattu-Samula, Tehsil Palampur, District Kangra H.P.-176064 (Mob. No. 94199-70926).
10.	Sh. Anil Thakur, Naina Niwas Lower Chakkar, Shimla (Mob. No. 98160-30337).
11.	Sh. Trilok Singh Thakur, Vill. Tikkar, P.O. Kharwar, Tehsil Bhoranj Distt. Hamirpur.
12.	Sh. Karam Singh Thakur, Vill. Hour, P.O. Jahu, Tehsil Jahu, Distt. Hamirpur.
13.	Sh. Mukesh Banyal, V.P.O. Tarkwari, Tehsil Bhoranj, Distt. Hamirpur.
14.	Sh. Anil Kumar s/o Sh. Bhagat Ram, V.P.O. Langna, Sub-Tehsil Makiri, Joginder Nagar, Distt. Mandi. H.P.

15.	Sh. Ghansyam Singh s/o Sh. Parma Nand, Vill. Kunker, P.O. Drubbal, Tehsil Joginder Nagar, Distt. Mandi.
16.	Sh. Pitamber Singh s/o Late Sh. Tek Chand, Vill. Yora, P.O. Dohag, Tehsil Joginder Nagar, Distt. Mandi, H.P.
17.	Sh. Rajesh Kumar, Vill. Batnahar, P.O. Nauhli, Tehsil Joginder Nagar, Distt. Mandi, H.P.
18.	Sh. Munish Kumar, Ward No. 7, P.O., Tehsil & Distt. Kangra.
19.	Sh. Munish Katoch s/o Sh. Tilak Raj, Ward No. 7, P.O. Tehsil & District Kangra.
20.	Sh. Mohinder Singh Bittu s/o Sh. Sanjay. Dehrian, P.O. Samirpur Chowk, Tehsil & District Kangra.
21.	Sh. Parveen Singh s/o Sh. Puran Singh, V.P.O. Samirpur Dehrian, Tehsil & District Kangra.
22.	Sh. Dilbag Singh Mankotia s/o Sh. Sher Singh V.P.O. Samirpur Dehrian, Tehsil & District Kangra.
23.	Sh. Kashmir Singh Chambia, V.P.O. Bani, Rakkar, District Kangra, No. 94180-57416.
24.	Sh. Rajinder Singh Rana, Village Tikkari, P.O. Jaisinghpur, Teh. Jaisinghpur, No. 98055-59832.
25.	Sh. Vinod Patiyal, V.P.O. Ambari Malan, The. Nagrota Bagwan, No. 94180-43686.
26.	Sh. Naranjan Manhas, V.P.O. Tiara, Tehsil Kangra, No. 94181-30515.
27.	Sh. Satish Kumar, V.P.O. Sunhet, Tehsil Dehra, No. 70180-69953.

The tenure of the Board shall be 3 years from the date of constitution of the board.

The term and conditions for granting TA/DA to the non-official members of the board will be the same as issued from time to time by the Government.

By order,
Sd/-
Secretary (GAD).

CORRECTION OF NAME

I Yashika Thakur d/o Sh. Bhagat Singh Thakur, resident of Thakur Niwas, Gangtoli (123), P.O. Rohru, District Shimla (H.P.) declare that my mother's name is wrongly mentioned as Raseela Thakur in my educational records. The correct name is Rasila Thakur. Necessary correction may be made.

YASHIKA THAKUR
d/o Sh. Bhagat Singh Thakur,
resident of Thakur Niwas, Gangtoli (123),
P.O. Rohru, District Shimla (H.P.).

CHANGE OF NAME

I Asha Devi aged 56 years w/o Sh. Ishwer Dutt Sharma, P.O. Halog Dhami, Tehsil Shimla, Kayanti (36), Distt. Shimla (H.P.) declare that I have changed my name from Asha Devi (old name) to Gomti Devi (new name). All concerned please may notice.

ASHA DEVI
w/o Sh. Ishwer Dutt Sharma,
P.O. Halog Dhami,
Tehsil Shimla, Kayanti (36),
Distt. Shimla (H.P.).

CORRECTION OF NAME

I Darshna Kumari d/o Sh. Mangat Ram, r/o Village & P.O. Dhanag, Tehsil Baijnath, District Kangra, H.P.-176125 declare that my name has been wrongly recorded in my Aadhar Card No. 5216-3967-5129 as Sudarshna Devi in place of Darshna Kumari. Whereas my correct name is Darshna Kumari. All concerned please may note.

DARSHNA KUMARI
d/o Sh.Mangat Ram,
r/o Village & P.O. Dhanag,
Tehsil Baijnath, District Kangra, H.P.

CHANGE OF NAME

I Bittu Devi (New Name) w/o Sh. Mohinder Singh, r/o Village & P.O. Deori Khaneti, Tehsil Kotkhai, District Shimla, H.P. (Pin-171204) declare that I have changed my name from Anu (old name) to Bittu Devi (new name). All concerned please may note.

BITTU DEVI
w/o Sh. Mohinder Singh,
r/o Village & P.O. Deori Khaneti,
Tehsil Kotkhai, District Shimla (H.P.).

CHANGE OF NAME

I Kushma Devi w/o Sh. Desh Raj, r/o Village Niharkhan Basla, P.O. Brahmpukhar, Tehsil Sadar, District Bilaspur, H.P. declare that I have changed my minor daughter's name from Ishu Devi to Isha Sharma. All concerned note.

KUSHMA DEVI
w/o Sh. Desh Raj,
r/o Village Niharkhan Basla, P.O. Brahmpukhar,
Tehsil Sadar, District Bilaspur (H.P.).

CORRECTION OF NAME

I Santosh Kumari w/o Sh. Mohan Lal, r/o Vill. Birta, P.O. Ghurkari, Tehsil & Distt. Kangra (H.P)-176001 my son Mr. Mannan was born D.O.B. 22-07-2013 at Dr. RPGMC Tanda, Tehsil Nagrota Bagwan, Distt. Kangra (H.P.). declare that at the time of registration of birth of my son in the record of local registrar birth and death, Gram Panchayat Sadarpur, Tehsil Nagrota Bagwan, Distt. Kangra (H.P.) my name is wrongly recorded as Mahi but my actual name is Santosh Kumari. I want to enter my correct name *i.e.* Santosh Kumari in the birth record of my son. Please all note.

SANTOSH KUMARI
w/o Sh. Mohan Lal,
r/o Vill. Birta, P.O. Ghurkari,
Tehsil & Distt. Kangra (H.P).

CHANGE OF NAME

I, Bal Krishan s/o Dina Nath, r/o Vill. Nari, P.O. Dera Baba Rudru, Tehsil & Distt. Una (H.P.)-175 303. declare that my name is Bal Krishan as per Aadhar Card & PAN Card and Bal Krishan Rahi as per GOETZE (INDIA) Limited Share Policy. Both names Bal Krishan and Bal Krishan Rahi are of one and the same person.

BAL KRISHAN
s/o Dina Nath,
r/o Vill. Nari, P.O. Dera Baba Rudru,
Tehsil & Distt. Una (H.P.).

CHANGE OF NAME

I, Sumrit s/o Prem Chand, r/o Vill. SL-1/189,… Slapper Colony, Tehsil Sunder Nagar, Distt. Mandi (H.P.) declare that I have changed my name from Samreet Kumar to Sumrit. In future I will be known only as Sumrit. Concerned note.

SUMRIT
s/o Prem Chand,
r/o Vill. SL-1/189,… Slapper Colony,
Tehsil Sunder Nagar, Distt. Mandi (H.P.).

CHANGE OF NAME

I, Dharam Dassi w/o Sh. Hira Lal, r/o Village Nashala, Tehsil & Distt. Kullu (H.P.) hereby declare that my name has been wrongly mentioned as Kebli Devi in some records. It is clarified that both names belong to one and the same person.

DHARAM DASSI
w/o Sh. Hira Lal,
r/o Village Nashala,
Tehsil & Distt. Kullu (H.P.).

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट http://rajpatrahimachal.nic.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।